Appendix 1

IN THE PROBATE COURT OF GRAHAM COUNTY, KANSAS

IN THE MATTER OF THE ESTATE OF
ROSA KNOLL, DECEASED

No. D-189

DECREE OF DESCENT

Now on this 15th day of November, 1957, at the hour of 10:00 A.M. this matter comes on for hearing upon the petition of Alex Knoll to determine the descent of the property of Rosa Knoll, deceased. The petitioner, Alex Knoll, appears in person, and by his attorney, Casey Jones. No other appearances were made. The court finds that said petitioner has given notice of time and place of this hearing as provided by law and the orders of this court; proof of which notice and the publication of mailing thereof is duly filed herein, and approved by the court.

Thereupon evidence is produced upon said petition and after consideration of the evidence and being fully advised, the court finds that the allegations of said petition are true; that Rosa Knoll, a resident of Graham County, Kansas, and a citizen of the United States, died on the 13th day of December, 1941; that at the time of her death she owned the following described real estate, situated in Graham County, Kansas, to-wit:

East Half of Section 10, Township 10

South, Range 25 West

That no will of the said Rosa Knoll, has been admitted to probate nor administration had of her estate; that the said Rosa Knoll, died intestate, and that all of the debts of the said Rosa Knoll have been paid. The court further finds that more than 10 years has expired since her death and that

no determination of inheritance taxes are necessary and that no inheritance taxes are due on said estate.

The court further finds that the deceased at her death was a widow and a single woman.

The court further finds that the said Rosa Knoll, left surviving her as her sole and only heirs-at-law the following persons, to wit:

1. Joe Knoll, a son;
2. Wendelin Knoll, a son;
3. Adam Knoll, a son;
4. Alex Knoll, a son;
5. Mary Bittel, a daughter;
6. Anna Knoll, a daughter;
7. Margaret Sluga, a daughter;
8. Adolph Knoll, a son;
9. Rosa Keller, a daughter;

and that the above named inherited her property in the share and proportion of an undivided one ninth (1/9) interest each.

The court further finds that the said Rosa Knoll at her death had no spouse, no other issue, no issue by prior deceased issue, no adopted child or children and no child or children by predeceased adopted child or children and the above named were all of her heirs-at-law.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT That Rosa Knoll, died intestate on the 13th day of December, 1941, and that at the time of her death, she was a citizen of the United States and a resident of Graham County, Kansas; and that at her death she owned in fee simple the East Half of Section 10, Township 10 South,

Range 25 West, Graham County, Kansas, and said real estate and all other property real and personal owned by the deceased at her death, descended from her on the 13th day of December, 1941, the date of her death to her heirs at law as follows:

1. Joe Knoll, a son, an undivided 1/9th;
2. Wendelin Knoll, a son, an undivided 1/9th;
3. Adam Knoll, a son, an undivided 1/9th;
4. Alex Knoll, a son, an undivided 1/9th;
5. Mary Bittel, a daughter, an undivided 1/9th;
6. Anna Knoll, a daughter, an undivided 1/9th;
7. Adolph Knoll, a son, an undivided 1/9th;
8. Margaret Sluga, a daughter, an undivided 1/9th;
9. Rose Keller, a daughter, an undivided 1/9th;

and the title thereto is assigned to the said heirs as of the date of the death of the deceased, subject to any lawful disposition thereof heretofore made.

HENRY C. ALBERTSON
Probate Judge

Filed Nov. 15th 1957

Appendix 2

CERTIFICATE OF TITLE

GRAHAM COUNTY, HILL CITY, KANSAS

November 24, 1958

STATE OF KANSAS, } ss.
GRAHAM COUNTY. }

In the Probate Court of Said County and State.

IN THE MATTER OF THE ESTATE OF Rosa Knoll, DECEASED.

This is to certify that Anna Knoll, heir-at-law of the above named decedent, has acquired title to the hereinafter described Real Estate, by Determination of Descent.

Devisee's interest is hereby described as follows, to-wit:

An undivided one-ninth (1/9th) interest East Half (E½) of Section ten (10) Township Ten (10) Range twenty-five (25) Graham County, Kansas.

This, therefore, authorizes the County Clerk to enter same on the Transfer Record of the proper County.

HENRY C. ALBERTSON
Probate Judge of
Graham County, Kansas.

(SEAL)

Appendix 3

CERTIFICATE OF TITLE

GRAHAM COUNTY, HILL CITY, KANSAS

November 24, 1958

STATE OF KANSAS, GRAHAM COUNTY. } ss.

In the Probate Court of Said County and State.

IN THE MATTER OF THE ESTATE OF Rosa Knoll, DECEASED.

This is to certify that Rose Keller, heir-at-law of the above named decedent, has acquired title to the hereinafter described Real Estate, by Determination of Descent.

Devisee's interest is hereby described as follows, to-wit:

An undivided one-ninth (1/9th) interest East Half (E½) of Section Ten (10) Township Ten (10) Range Twenty-five (25) Graham County, Kansas.

This, therefore, authorizes the County Clerk to enter same on the Transfer Record of the proper County.

HENRY C. ALBERTSON
Probate Judge of
Graham County, Kansas.

(SEAL)

Appendix 4

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

Case No. W-1811

ROSE KELLER, ANNA KNOLL AND MARGARET SLUGA, *Plaintiffs*,

v.

ALEX KNOLL, *Defendant*.

Order of Dismissal

Now on this 31st day of August, 1959, this cause comes on for hearing, the plaintiffs appearing by their attorneys, Ratner, Mattox & Ratner, and the defendant, by his attorneys, Collins, Hughes, Martin, Pringle & Schell, and the court being fully advised in the premises finds that the parties in the above entitled action have amicably settled their differences by virtue of an agreement whereby the defendant conveyed a 1/32nd of his royalty interest on the oil and gas leases presently in effect on the subject matter of this controversy to each of his brothers and sisters, including Joe Knoll, Adam Knoll, Adolph Knoll, Wendelin Knoll, Mary Bittel, Anna Knoll, Margaret Sluga, and Rose Keller, the latter three being the plaintiffs in this action.

The Court further finds that by virtue of such conveyance, the parties to this action have fully settled their differences in this suit and that therefore, this action should be dismissed with prejudice to the plaintiffs.

IT IS THEREFORE ORDERED that the above entitled action be dismissed with prejudice to the plaintiffs and that the cost of this action be taxed to the defendant.

DELMAS C. HILL
Chief Judge

APPROVED:

RATNER, MATTOX & RATNER
By JAMES R. BARR
Attorneys for the Plaintiffs

COLLINS, HUGHES, MARTIN, PRINGLE & SCHELL
By LAVERNE ~~MARTIN~~ Marin
Attorneys for the Defendant

Appendix 5

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

Civil Action No. W-3239

ANNA KNOLL AND ROSE KELLER, *Plaintiffs,*

v.

ALEX KNOLL, JOSEPHINE KNOLL, JOE KNOLL, WENDELIN KNOLL, MARY BITTEL, ADOLPH KNOLL, STEPHANIE KNOLL, MARGARET SLUGA, CASEY JONES, MOBILE OIL COMPANY, *Defendants.*

Memorandum of Opinion

NATURE OF SUIT

This is a civil action in which plaintiffs base jurisdiction on diversity of citizenship. The matter is presently before the court on the individual defendants' motion to dismiss. Defendant Socony Mobil Oil Company [Mobil Oil] has answered praying that the action be dismissed as to it.

The specific nature of this case is not entirely clear, though plaintiffs in their affidavit of service state that "this is an action for determination of interests in their deceased parents 320-acre farm . . . ." Plaintiffs are appearing pro se, and the court will not determine any issue on technicalities arising from pleadings which might be inartistically drawn by laymen.

Background

In order to fully comprehend the allegations of both parties at bar, it is necessary to first review earlier litigation in this court between some of the present parties.

In 1959, Rose Keller, Anna Knoll and Margaret Sluga [a defendant in the present case] as parties plaintiff filed suit against Alex Knoll. (Keller v. Knoll, No. W-1811 (D. Kan. 1959)). In that case, plaintiffs, who were there represented by counsel, alleged as follows:

(a) that plaintiffs and defendant had inherited some Graham County, Kansas land from their parents.

(b) that plaintiffs and defendant and the other heirs (brothers and sisters of the parties) orally agreed that the land should be treated as a trust for all the children. To this end, all heirs agreed to deed their various interests to a brother Adolph Knoll, who was to operate the farm, pay off the debts and hold the farm as a trust for the benefit of all children.

(c) that the quitclaim deed mentioned *supra* was executed to Adolph Knoll and recorded in the fall of 1942. Allegedly, the consideration for the deed was the oral trust agreement.

(d) that plaintiffs assumed the land was being operated in accordance with the trust.

(e) that defendant Alex Knoll eventually took over operation of the land. Plaintiffs assumed he was continuing to operate the farm in accordance with the oral trust.

(f) that in November, 1957, plaintiffs came to Hill City, Kansas, to attend a hearing for the determination of descent in the parties' mother's estate. At such hearing, plaintiffs learned that Alex Knoll repudiated any trust agreement and contended he was sole owner of the land in question.

(g) Plaintiffs prayed for a judgment:

(1) to have the property declared trust property to be held for the use of plaintiffs and the other beneficiaries of their mother's estate.

(2) for an accounting

(3) and for other appropriate equitable relief.

Defendant Alex Knoll answered in W-1811 as follows:

(a) He admitted that plaintiffs and defendant had inherited the land.

(b) He admitted the quitclaim deed to Adolph Knoll but denied the existence of any trust agreement, alleging the purpose of the quitclaim deed was to vest title in Adolph.

(c) That the land was sold by Adolph to defendant Alex Knoll for a good consideration and that plaintiffs had actual and constructive notice thereof. In this regard, Alex Knoll specifically denied any trust agreement and described himself as a bona fide purchaser without notice.

(d) That he paid a good consideration for the land and had spent money and labor improving the land with the knowledge and acquiescence of plaintiffs.

(e) That plaintiffs started to complain only after oil was discovered on the land.

(f) That plaintiffs asserted an interest in the land for the first time at the 1957 hearing on a determination of descent, some fifteen years after the death of the parents. Alex Knoll alleged that at that time, plaintiffs claimed they did not execute the quitclaim deed to Adolph Knoll, but made no claim of any trust agreement.

(g) Defendant Alex Knoll contended that plaintiffs were estopped to claim a trust agreement; were guilty of laches; that there was no consideration for any alleged trust agreement; that the suit was barred by applicable Kansas statutes of limitations and that the purported oral trust agreement was violative of the statute of frauds.

Against this background, all of the Knoll heirs entered into an agreement whereby the pending suit was to be dismissed with prejudice and defendant Alex Knoll was to convey to each of the other heirs ¼th of a ⅛th royalty interest in the oil and gas leases on the land.

On August 31, 1959, this court found that the parties had "amicably settled their differences by virtue of an agreement whereby the defendant conveyed a 1/32nd of his royalty interest on the oil and gas leases presently in effect . . . to each of his brothers and sisters, including Joe Knoll, Adam Knoll, Adolph Knoll, Wendelin Knoll, Mary Bittel, Anna Knoll, Margaret Sluga and Rose Keller, the latter three being the plaintiffs in this action." *Keller* v. *Knoll,* No. W-1811 (D.Kan. August 31, 1959). Accordingly, this court dismissed the suit with prejudice to the plaintiffs, costs being taxed to the defendant Alex Knoll.

The Present Litigation

Because of the nature and complexity of the issues involved in ruling on defendants' motion to dismiss, it is necessary to outline in some detail the pleadings and arguments of the parties.

A. PLAINTIFFS' COMPLAINT

On July 24, 1964 plaintiffs Anna Knoll and Rose Keller filed their complaint naming ten individuals, including Margaret Sluga who was a party plaintiff in W-1811, and Mobil Oil as parties defendant.

Plaintiffs base jurisdiction solely on diversity of jurisdiction. Plaintiff Anna Knoll is a citizen of the District of Columbia and plaintiff Rose Keller is a citizen of Illinois. Defendants Alex, Josephine, Joe, Adam and Wendelin Knoll, Mary Bittel and Casey Jones are citizens of Kansas. Defendants Adolph and Stephanie Knoll and Margaret Sluga are citizens of Illinois. Plaintiffs allege that the "Mobil Oil Company is a corporation doing business in the State of Kansas."

Plaintiffs' allegations may be summarized as follows:

(a) In November 1957, plaintiffs came to Hill City, Kansas for a determination of descent hearing in the estate of their deceased mother.

(b) At that time, plaintiffs contend that defendant Alex Knoll was operating the farm under a trust agreement.

(c) Plaintiffs allege the decree of descent gave all nine heirs an undivided interest in the land [Plaintiffs' Complaint Exb. B.]. Plaintiffs each received a certificate of title to an undivided one-ninth (1/9th) interest in the land. [Plaintiffs' Complaint Exb. C, D].

(d) Plaintiffs contend that prior to the 1959 litigation in this court defendant Alex Knoll gave the impression that he was honoring the trust agreement, and that plaintiffs honored the agreement and never conveyed their interest "to any Knoll heir that operated their parents farm under this trust agreement."

(e) Plaintiffs allege the 1959 litigation centered around the 1957 hearing and the trust agreements. In this regard,

plaintiffs now allege they had never seen the 1942 quitclaim deed to defendant Adolph Knoll prior to the 1957 hearing. Plaintiffs contend they have never seen the original 1942 deed, but received a copy of same in 1957.

Plaintiffs contend that defendant Margaret Sluga materially aided the other defendants in hiding the 1942 deed from plaintiffs at the 1957 hearing.

Plaintiffs allege that in 1959, defendant Alex Knoll stated he had just completed paying off their parents' debt. Plaintiffs now contend that defendant Alex Knoll filed affidavits in 1941 and 1942 to the effect that all debts of the parents were then paid [Plaintiffs' Complaint Exbs. H, I]. Plaintiffs further allege that defendant Alex Knoll absorbed their parents' motor vehicles without knowledge.

(f) Plaintiffs allege that fraudulent misrepresentations were made to them during the 1959 litigation to trick them into signing a family settlement agreement. In this regard plaintiffs contend that defendant Casey Jones, a Hill City attorney, posed as family mediator to help perpetrate the fraud. Further, plaintiffs allege that defendant Margaret Sluga was secretly working with defendant Alex Knoll during the 1959 litigation to help trick plaintiffs.

Plaintiffs say the 1959 deeds which they signed as part of the family agreement took away more than they received in return, thus demonstrating a lack of good consideration. Rose Keller was apparently easier to defraud in 1959 because she then had hearing and educational handicaps greater than she has today.

Plaintiffs allege that defendant Margaret Sluga played an "important role" in tricking plaintiffs into signing the deeds in 1959 "in that she deprived plaintiffs of proper legal counsel when she suggested that plaintiffs adversaries pay plaintiffs' lawyer fees." (Complaint, p. 6).

(g) Plaintiffs allege they would not have signed the 1959 family agreement had they been fully informed.

(h) Plaintiffs allege they did not discover that defendant Margaret Sluga was in on the fraud until summer of 1962.

(i) Plaintiffs allege that defendant Casey Jones cannot have valid oil and gas leases on the land because defendant Alex Knoll did not have a clear title in the early 1950's due to the oral trust agreement; therefore defendant Alex Knoll could not give a valid lease.

(j) Plaintiffs argue that the 1959 agreement has not been fulfilled because the family has not been reunited.

(1) Further, plaintiffs allege they did not learn until 1960 that the 1959 litigation had been dismissed with prejudice.

(2) Plaintiffs allege that they have been corresponding with defendant Mobil Oil since 1960 because they were aware of "discrepancies in their interests." (Complaint, p. 7)

(3) Plaintiffs allege there has been hostility towards them since the 1959 agreement.

(4) Plaintiffs allege that defendant Margaret Sluga and another sister (defendant Mary Bittel) negated all of plaintiffs' efforts to get their inheritance during the 1957 hearing and have negated all efforts to obtain an attorney to nullify the 1959 agreement.

(k) Plaintiffs state that Mobile Oil is a producer of oil from the land and has been put on notice to suspend runs on the Knoll leases until judgment is rendered concerning plaintiffs' interests in the land.

(l) Plaintiffs have refused to sign oil company division orders because of discrepancies in their interests and

because the 1959 family agreement has not reunited the family.

Defendants on the other hand *have* signed division orders and are receiving royalty payments. Plaintiffs allege that defendant Alex Knoll is receiving twenty-four (24) times as much royalty as plaintiffs' present share.

Plaintiffs allege that defendant Margaret Sluga and Mary Bittel "delayed signing these division orders *until* 1963 to camouflage the role they played in helping to deprive plaintiffs of their rightful share of their inheritance." (Complaint, p. 8) (italicized in original).

(m) Plaintiffs contend that their royalty interest under the 1959 agreement represents only a small portion of their rightful share.

(n) Plaintiffs allege the negotiations during the 1959 litigation were not conducted in a proper manner to make a valid contract. This allegation is based on the contention that defendant Margaret Sluga was working for the defendants even though she was named as a party plaintiff in the suit. Plaintiffs further assert that during the 1959 negotiations, defendant Casey Jones as mediator diverted their attention from their rights to the inheritance.

Further, plaintiffs contend there were no face-to-face discussions; no meeting of the minds; no intent by plaintiffs to transfer to defendant Alex Knoll something belonging to plaintiffs; and plaintiffs have not received a good and valuable consideration for their inheritance.

Plaintiffs conclude that the meaning of "dismiss with prejudice" was not explained to them until a year after the agreement was signed and assert that the defendants have negated their efforts to nullify the 1959 agreements.

Plaintiffs pray for a judgment:

(1) to set aside the 1959 agreement;

(2) to void the 1959 deeds to defendant Alex Knoll;

(3) to set aside the order of dismissal in W-1811;

(4) to order Mobil Oil to suspend payments to the other Knoll heirs until plaintiffs are given title to their undivided one-ninth interests;

(5) that plaintiffs be given their rightful share of their royalty interests;

(6) that the oil and gas leases of 1951 and 1954 from defendants Alex and his wife Josephine Knoll to defendant Casey Jones be set aside and new oil and gas leases be executed by plaintiffs and defendants;

(7) that the 1949 and 1951 deeds from defendants Adolph and his wife Stephanie Knoll to defendant Alex Knoll be voided;

(8) that the assignments and sub-assignments referred to in the 1959 family agreement be modified in accordance with new leases to be executed by plaintiffs and defendants;

(9) that the 1942 quitclaim deed from the Knoll heirs and their spouses to defendant Adolph Knoll be voided;

(10) that Mobil Oil give an accounting of all royalty payments on the property since the 1959 discovery of oil;

(11) and for further equitable relief as appropriate.

B. Defendants' Motion To Dismiss

The individual defendants' motion to dismiss was filed on Augst 12, 1964, and asserts the following four grounds for dismissal:

(1) Lack of complete diversity of citizenship. This ground is based on statements in the complaint to the effect

that one plaintiff (Rose Keller) and three defendants (Adolph and Stephanie Knoll and Margaret Sluga) are all citizens of Illinois.

(2) Improper venue. Defendants argue that neither all the plaintiffs nor all the defendants reside in Kansas as required by 28 U.S.C.A. § 1391(a).

(3) Improper service of process. Defendants allege that the defendants who are Kansas residents (Alex, Josephine, Joe, Adam and Wendelin Knoll, Mary Bittel and Casey Jones) were not personally served as required.

(4) Defendants finally contend that Federal Rules of Civil Procedure 60(b) bars the present action because not brought within one year after the final judgment in W-1811.

C. Defendant Mobil Oil's Answer

The allegations of defendant Mobil Oil's answer may be summarized as follows:

(a) *First Defense.* Mobil contends there is a lack of indispensable parties in that plaintiffs seek to set aside oil and gas leases, title to two of which is held by persons not named as plaintiffs or defendants.

(b) *Second Defense.* Mobil asserts it is a mere stakeholder in this litigation and alleges that plaintiffs have refused to sign division orders.

(c) *Third Defense.* Mobil contends that plaintiffs fail to state a claim upon which relief can be granted; therefore the action should be dismissed as to this defendant.

(d) *Answer:*

(1) Mobil denies that "Mobil Oil Company" named as a defendant in this case is an operating division of "Socony Mobil Oil Company, Inc.," a New York corporation licensed to do business in Kansas.

(2) Mobil admits that the records of Graham County, Kansas support plaintiffs' allegations concerning the 1959 decree of descent and the certificates of title issuing therefrom.

(3) Mobil admits there was a 1959 lawsuit, but does not know any details thereof.

(4) Mobil admits that the records of Graham County, Kansas show oil and gas leases executed by defendants Alex and Josephine Knoll to defendant Casey Jones on July 16, 1954 and November 19, 1954.

(5) Mobil admits it has corresponded with plaintiffs since early 1960.

(6) Mobil admits that plaintiffs have refused to sign its division orders.

(7) Mobil admits that royalty payments are suspended to plaintiffs because of their failure to sign the division orders.

Defendant Mobil prays that plaintiffs take nothing against it; that the action be dismissed as to it and that it be granted its costs herein.

D. Plaintiff Rose Keller's Answer To Defendants' Motion To Dismiss

Rose Keller argues as follows:

(1) The court has diversity jurisdiction because:

(a) defendant Margaret Sluga was not a proper party in W-1811 and because the contract on which W-1811 was dismissed was never fulfilled;

(b) defendant Margaret Sluga was made a party plaintiff in W-1811 as a part of the fraud;

(c) defendant Alex Knoll in W-1811 deprived plaintiffs of a hearing before a judge;

(d) many additional parties were brought in by the 1959 agreement, though no motion or order was made in W-1811 making these people parties to the lawsuit;

(e) defendant Margaret Sluga in W-1811 was helping defendant Alex Knoll perpetrate a fraud;

(f) Rose Keller denies signing the 1942 quitclaim deed to defendant Adolph Knoll;

(g) defendants Alex and Josephine Knoll have numerous other large farms but are still trying to deprive plaintiffs of their rights to their inheritance.

(2) There is proper venue because:

(a) the suit involves a fraudulent contract entered into in Kansas;

(b) plaintiffs were tricked into signing deeds in 1959 and because defendant Margaret Sluga deprived plaintiffs of proper counsel.

(3) "Proper service was made on all defendants in Kansas and Illinois."

(4) Defendants have estopped themselves from claiming the defense of the one-year limitation in Federal Rules of Civil Procedure 60(b) by the way in which they negotiated the agreement. Rose Keller bases this contention on the following allegations:

(a) the present defendants made Margaret Sluga an improper party plaintiff in W-1811;

(b) the 1959 agreement has not been fulfilled;

(c) defendants have been hostile to plaintiffs;

(d) defendants have negated all efforts of plaintiffs to get their inheritance since the 1959 agreement;

(e) plaintiffs have not been able to get legal assistance because of defendants' interference;

(f) Rose Keller spent six weeks in Wichita in 1961 attempting to commence court action but was unsuccessful due to defendants' interference;

(g) Rose Keller denies signing the 1942 quitclaim deed to defendant Adolph Knoll and contends that Adolph Knoll tricked her into visiting Denver at the time so she could not discover what was going on;

(h) defendants were enriching themselves instead of probating the estate of their parents. In this regard, Rose Keller alleges that defendants did not probate their *mother's* estate until 1957 so they could secretly probate a substitute will in lieu of their *father's* genuine will.

(5) Rose Keller concludes that a court of equity has power to do justice where a contract has never been fulfilled and states that defendant Stephanie Knoll assaulted her in 1957, breaking her glasses and hearing aid.

E. Plaintiff "Anna Knoll's Answer To Defendants' Motion To Dismiss"

Plaintiff Anna Knoll lists the following reasons why the suit should not be dismissed:

(1) Complete diversity of citizenship exists between all *indispensable* parties because:

(a) Anna Knoll and Rose Keller were the only proper parties plaintiff in W-1811;

(b) defendants Adolph and Stephanie Knoll were parties to the 1959 agreement but were not parties to the 1959 litigation;

(c) the indispensable parties to this suit are Anna Knoll and Rose Keller as plaintiffs and only those named defendants who are Kansas residents, thus contending that defendants Margaret Sluga, and Adolph

and Stephanie Knoll are not indispensable parties to this lawsuit.

(2) Venue is proper because the suit involves a contract made in Kansas by residents of Kansas and Illinois which has never been fulfilled; and because the requirements of Kan. Sess. Laws 1963, ch. 303, 60-303(3) and 60-305(3) have been met.

(3) Service of process was proper because:

(a) non-resident defendants were served in accordance with Kan. Sess. Laws 1963, ch. 303, 60-307(c), and

(b) Kansas residents were served in accordance with Federal Rules of Civil Procedure 4.

(4) The court has power to give relief because the suit involves an unfulfilled contract. Defendants are estopped from claiming the one-year limitation in Federal Rules of Civil Procedure 60(b) by:

(a) their conduct in making Margaret Sluga an improper party plaintiff in W-1811;

(b) in depriving plaintiffs of proper counsel;

(c) in negating plaintiffs' efforts to nullify the 1959 agreement;

(d) because Federal Rules of Civil Procedure 60(6) does not limit the power of a court to entertain an independent action to relieve a party from a judgment due to a fraud on the court;

(e) the parties to W-1811 have not settled their differences amicably as recited in the Court's order of Dismissal in W-1811.

(5) Anna Knoll contends that others have fraudulently signed her name to documents for years:

(a) Anna Knoll denies signing a Bill of Sale for an automobile to defendant Alex Knoll shortly after her mother's death (See Plaintiff Anna's Answer Exb. A)

(b) Rose Keller denies signing a Bill of Sale to defendant Alex Knoll involving the same automobile. (See Plaintiff Anna's Answer Exb. C).

(c) Plaintiffs deny signing an assignment to defendant Adolph Knoll on July 23, 1943 covering thirty-six (36) shares of capital stock in the Graham County National Farm Loan Association of Hill City. (See Plaintiff Anna's Answer Exb. D).

(d) Plaintiffs have no knowledge of ever signing the 1942 quitclaim deed to defendant Adolph Knoll.

(e) Plaintiffs have no knowledge of ever signing a waiver of notice of hearing of administration. (See Plaintiff Anna's Answer Exb. E).

(6) Plaintiff Anna Knoll contends plaintiffs are seeking to set aside an order of dismissal procured by fraud based on an agreement which has never been carried out.

ANALYSIS

As indicated *supra* defendants assert four separate grounds for dismissing the present action. Since we find that a consideration of the first ground, *i.e.*, diversity of citizenship, is determinative of the motion, we need not reach a consideration of the venue, service and time limitation contentions.

28 U.S.C.A. § 1332 provides that district courts shall have original jurisdiction of all civil suits where the jurisdictional amount is present and is between citizens of different states. Under the well-settled rule of *Strawbridge* v. *Curtis*,

3 Cranch 267, 2 L. ed. 435 (1806), there must be *complete* diversity between the plaintiffs on the one hand and the defendants on the other, *i.e.*, each plaintiff must be able to sue each defendant.

We emphasize that whether or not a given person was a "proper party" to the earlier litigation (*Keller* v. *Knoll*, No. W-1811, *supra*) is completely immaterial. Diversity of citizenship is to be determined according to the alignment of interests in *this* suit. Further, it is immaterial that complete diversity between the parties may have existed at some time in the past, or may exist at some time in the future. Complete diversity is to be tested not at the time the cause of action arose, nor at the time a prior suit was decided, but is to be determined as of the date of the filing of *this* lawsuit. *E.g.*, *Smith* v. *Sperling*, 354 U.S. 91, 93, 1 L. ed. 2d 1205, 1209 n. 1 (1957); *Janzen* v. *Goos*, 302 F. 2d 421 (8th Cir. 1962); *McNello* v. *John B. Kelly, Inc.*, 283 F. 2d 96 (3d Cir. 1960); *Wright, Federal Courts* § 28 (1963).

It is clear from the face of the complaint at bar that complete diversity is lacking. A further consideration must be made, however. The principle of complete diversity applies to proper, conditionally necessary and indispensable parties. See 3 *Moore, Federal Practice* ¶¶ 19.02, 19.05[2], 19.19, 20.07[1] (2d ed. 1963). But since the joinder of a proper party is permissive, a proper party need not join or be joined; and if joined, a plaintiff may, pursuant to Federal Rules of Civil Procedure 21, be permitted to drop a proper party whose presence destroys diversity jurisdiction. *E.g.*, *Weaver* v. *Marcus*, 165 F. 2d 862 (4th Cir. 1948). A conditionally necessary party need not be joined if his joinder would defeat federal jurisdiction; and if originally joined he may be dropped pursuant to Rule 21. See 3 *Moore, Federal Practice* ¶¶ 19.05[2], 19.19, 19.20 (2d ed. 1963). The court, however, may not disregard the citizenship of indispensable parties, and if the presence of an indispensable party destroys complete diversity, the action must be dis-

missed for lack of federal jurisdiction. *Wright, Federal Courts* § 29 (1963); 3 *Moore, Federal Practice* ¶¶ 19.05[2], 19.19 (2d ed. 1963).

The determinative question of the matter at bar, therefore, is this: Are defendants Margaret Sluga, Adolph Knoll and Stephanie Knoll indispensable parties to this lawsuit? If they are, plaintiffs cannot drop them from the case and diversity jurisdiction is destroyed. If these defendants are merely proper parties, they may be dropped by plaintiffs pursuant to Rule 21, diversity jurisdiction would be saved, and the court would be led to a consideration of the other contentions raised by defendants' motion to dismiss. Plaintiffs contend that Margaret Sluga and Adolph and Stephanie Knoll are not indispensable parties.

A proper party is one who *may* join as a plaintiff or be joined as a defendant under the permissive joinder provisions of Federal Rules of Civil Procedure 20. A conditionally necessary party is one who has an interest in the controversy and who *ought* to be a party where feasible so the entire controversy may be determined, but his interest is sufficiently separable that a court can render an equitable judgment without his presence. See *Shields* v. *Barrow*, 7 How. 130, 15 L. ed. 158 (1855); 3 *Moore, Federal Practice* ¶¶ 19.07, 19.19 (2d ed. 1963).

An indispensable party, on the other hand, is one who has such an interest in the controversy before the court that the court cannot render an equitable judgment without having jurisdiction over him. See 3 *Moore, Federal Practice* ¶ 19.07 (2d ed. 1963).

Plaintiffs contend that Margaret Sluga, Adolph Knoll and Stephanie Knoll are not indispensable parties. We cannot agree. Margaret Sluga is alleged to have been a material participant in the purported fraud around which this lawsuit seems to be based. With regard to defendant Margaret Sluga, plaintiffs have alleged that:

(a) she was made an improper party plaintiff in W-1811 as a part of the fraud perpetrated on plaintiffs, and was secretly working for defendants even though named as a party plaintiff in the earlier litigation;

(b) she delayed signing the oil company division orders to camouflage her role in depriving plaintiffs of their inheritance;

(c) she and defendant Mary Bittel have negated all efforts of plaintiffs to nullify the 1959 agreement and have negated the efforts of plaintiffs to obtain legal assistance;

(d) she played an "important role" in tricking plaintiffs to sign the 1959 deeds "in that she deprived plaintiffs of proper legal counsel when she suggested that plaintiffs adversaries pay plaintiffs' lawyer fees." (Complaint, p. 6);

(e) she materially aided the other defendants in hiding the 1942 quitclaim deed to defendant Adolph from plaintiffs during the 1957 hearing concerning a determination of descent.

A person as deeply involved in the factual pattern on which a cause of action is based as defendant Margaret Sluga is alleged to be, must be considered an indispensable party to the suit. We so hold.

We also hold that defendants Adolph and Stephanie are indispensable parties to this suit—not only because of their alleged involvement in the purported fraud, but also due to the relief for which plaintiffs pray.

Plaintiffs allege that defendants Adolph and Stephanie Knoll, along with defendant Margaret Sluga and her husband, Michael tricked Rose Keller into signing the 1959 deeds. This allegedly fraudulent transaction is one of the primary foundations on which plaintiffs base the lawsuit. Further, Adolph Knoll and Margaret Sluga were signa-

tories to the 1959 agreement, which plaintiffs ask to be set aside.

Plaintiffs also ask that the three-part deed of 1959 be voided. Adolph and Stephanie Knoll and Margaret Sluga were grantors along with Rose Keller of that deed. Adolph Knoll and Margaret Sluga are receiving royalty payments as a result of the 1959 agreement, which payments plaintiff pray be suspended. Plaintiffs also pray that the 1949 and 1951 deeds from defendants Adolph and Stephanie Knoll to defendant Alex Knoll be voided. Finally, plaintiffs ask that the 1942 quitclaim deed from the other heirs (including Margaret Sluga) to defendant Adolph Knoll be voided.

Clearly, defendants Adolph and Stephanie Knoll and Margaret Sluga are intricately involved in the factual basis of this lawsuit and also intimately interested in the relief given. In *Roos* v. *Texas Company,* 23 F. 2d 171 (2d Cir. 1927), *cert. denied,* 277 U.S. 587, 72 L. ed. 1001 (1928), it was held that if parties' rights are so entangled with one another that it is virtually impossible in a decree to protect those that may be absent, those parties are indispensable to the litigation. Further, parties have been held indispensable because the judgment would be of "immediate concern" to them. See *Texas* v. *Interstate Commerce Commission,* 258 U.S. 158, 66 L. ed. 531 (1921). Generally speaking, in a suit for reformation, rescission, or cancellation of a contract; or to alter the terms of a trust agreement; or to set aside a lease or conveyance, all of the parties thereto are indispensable. See 3 *Moore, Federal Practice,* ¶¶ 19.07, 19.08, 19.09, 19.10 (2d ed. 1963).

No equitable judgment could be made in this matter without jurisdiction over defendants Margaret Sluga, Adolph Knoll and Stephanie Knoll because plaintiffs ask that deed to which these defendants are parties be voided; agreements to which these defendants were signatories be set aside; royalty payments currently going to these defendants be suspended. This court could not equitably grant

such relief without jurisdiction over these individual defendants.

As a result, we must conclude that defendants Margaret Sluga and Adolph and Stephanie Knoll are indispensable parties to this lawsuit; their presence cannot be disregarded in determining jurisdictional questions. And they may not be dropped from the suit in order to save jurisdiction. Accordingly, we conclude there is a lack of the complete diversity required between plaintiffs and defendants and that this suit must be dismissed for a want of federal jurisdiction. Not having jurisdiction of this matter, there is no method by which this court can consider the merits of plaintiffs contentions.

Since we have ruled that no diversity jurisdiction exists in this case, we do not reach a consideration of defendants' contentions as to venue, service of process, and time limitations.

IT IS ORDERED that the action be dismissed for a want of federal jurisdiction.

At Wichita, Kansas, this 10th day of December, 1964.

(Signed) WESLEY E. BROWN*
United States District Judge

---

* The copy of the Memorandum Opinion (filed December 10, 1964) received by each of the Petitioners was typed as shown, but no handwritten signature actually appeared thereon.

Appendix 6

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

Civ. No. W-3239

ANNA KNOLL, ROSE KELLER, *Plaintiffs*

v.

ALEX KNOLL; JOSEPHINE KNOLL; JOE KNOLL; ADAM KNOLL; WENDELIN KNOLL; MARY BITTELL; ADOLPH KNOLL; STEPHANIE KNOLL; MARGARET SLUGA; CASEY JONES; MOBIL OIL COMPANY, *Defendants*

JUDGMENT

The Court, on December 10, 1964, having filed with the Clerk of the Court his Memorandum of Opinion, does now enter its judgment in accordance therewith.

IT IS THEREFORE ORDERED AND ADJUDGED that plaintiffs be and they hereby are denied any relief, as prayed for, and it is Ordered that the action be dismissed for a want of federal jurisdiction.

(Signed) WESLEY E. BROWN*
Judge

---

* The copy of the Judgment (filed December 14, 1964) received by each of the Petitioners was not actually signed but was rubber-stamped as shown.

Appendix 7

ANNA KNOLL and ROSE KELLER, *Appellants,*

v.

ALEX KNOLL, JOSEPHINE KNOLL, JOE KNOLL, ADAM KNOLL, WENDELIN KNOLL, MARY BITTEL, ADOLPH KNOLL, STEPHANIE KNOLL, MARGARET SLUGA, CASEY JONES, and MOBIL OIL COMPANY, *Appellees.*

No. 8140.

UNITED STATES COURT OF APPEALS
TENTH CIRCUIT.

Aug. 23, 1965.

Rehearing Denied Sept. 22, 1965.

* * * * * * * * * *

Before PHILLIPS, PICKETT and LEWIS, Circuit Judges.

PER CURIAM.

Appellants filed this action in the United States District Court for the District of Kansas, alleging, in substance, that they lost their rights of inheritance in their parents' farm in Kansas as a result of the fraud of the defendants. Upon timely motion, the trial court dismissed the action for lack of the requisite diversity of citizenship. The jurisdictional allegation of the complaint states that one of the plaintiffs is a citizen of the District of Columbia, and the other a citizen of the State of Illinois. It also recites

that while some of the defendants are citizens of Kansas, other defendants are citizens of the State of Illinois.[1] It is obvious there is no diversity of citizenship between the plaintiff and the defendants who are citizens of Illinois. It has long been held that diversity means "total diversity." That is, all the parties on one side must have citizenship diverse to those on the other side. Strawbridge v. Curtiss, 3 Cranch 267, 7 U.S. 267, 2 L. Ed. 435; Treinies v. Sunshine Mining Co., 308 U.S. 66, 60 S. Ct. 44, 84 L. Ed. 85, rehearing denied 309 U.S. 693, 60 S. Ct. 464, 84 L. Ed. 1034; Wagner v. Flora, 10 Cir., 290 F. 2d 508; 28 U.S.C. § 1332; 1 Moore, Federal Practice, ¶ 0.60 [8.-4, pp. 644-645; Wright, Federal Courts, § 24, pp. 71-72.

We are also in agreement with the trial court's finding that all the parties are indispensable to the lawsuit, and that none could be dropped or realigned.

Affirmed.

---

[1] Paragraph 1 of the complaint reads in part: "Plaintiff Anna Knoll is a citizen of the District of Columbia with a post-office address at 1500 Massachusetts Ave, N.W., Washington, D. C. Plaintiff Rose Keller is a citizen of the State of Illinois with a post-office address at West 33rd Street, Route 1, Box 89, Zion, Illinois. Defendants Alex Knoll, Josephine Knoll, Joe Knoll, Adam Knoll, Wendelin Knoll, Mary Bittel, and Casey Jones are citizens of the State of Kansas. Defendants Adolph Knoll, Stephanie Knoll, and Margaret Sluga are citizens of the State of Illinois. The Mobil Oil Company is a corporation doing business in the State of Kansas. * * *"

Appendix 8

LEGAL NOTICES

(First Published in The Hill City Times. October 24, 1957)

In the Probate Court of Graham County, Kansas

In The Matter Of The Estate of

Rosa Knoll, Deceased

No. D-189

Notice of Hearing

State of Kansas to all persons concerned:

You are hereby notified that a petition has been filed in the probate court of Graham County, Kansas, by Alex Knoll, as a son, one of the heirs at law of Rosa Knoll, deceased, and as the owner of real estate hereinafter described, praying for the determination of descent of the following described real estate situate in Graham County, Kansas, to-wit:

> East Half (E½) of Section Ten (10) Township Ten South (10S), Range Twenty-five West (25W), Graham County, Kansas

and all other property, real and personal or interests therein owned by the said Rosa Knoll at the time of her death: and you are further notified that all the statements and allegations therein contained are by reference made a part of this notice as fully as if copied herein in full: and you are hereby required to file your written defenses thereto on or before the 15th day of November, 1957, at the hour of 10:00 a.m. of said date in said court in the city of Hill City, Graham County, Kansas, at which time and place said cause will be heard. Should you fail therein judgment and decree will be entered in due course upon said petition.

Alex Knoll, Petitioner.

Casey Jones, Attorney for Petitioner.

Appendix 9

INHERITANCE TAX COMMISSION OF THE STATE OF KANSAS

No. 86903

Estate of P. A. Knoll

County of Graham

Decedent died testate, Jan. 14th, 1938.

ORDER

When the decedent died as above indicated he owned property described and valued as follows:

Personalty	$ 890.00
Real Estate E½	
Section Lot 10	
Twp. 10	
Range Block 25	
Name of County or City Graham County	
	5,755.00
Total Value of Estate	$6,645.00
Debts, expenses of administration, etc., allowed	None
Remainder, constituting the tax base	$6,645.00

From the evidence filed the property is found to pass in shares as follows:

Name Rosa Knoll

Relationship Widow

Share—less ~~that~~ then exemption allowed

In accordance with the foregoing data no tax liability is found to exist against the succession to any of the above shares, and it is now, by the Inheritance Tax Commission on July 11th, 1938.

DETERMINED, That no tax is chargeable against the succession to any distributive share of the estate.

The secretary will transmit a certified copy of this order to the probate court of Graham County.

STATE OF KANSAS
INHERITANCE TAX COMMISSION

I, Clarence Smith, Secretary of the Inheritance Tax Commission of the State of Kansas, do hereby certify that the above and foregoing is a true and correct copy of the order made by the Commission in the determination of the value and the tax upon legacies and successions in connection with the above-entitled estate, as the same appears of record in the office of the Inheritance Tax Commission.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the official seal of the Inheritance Tax Commission, on July 11th, 1938.

CLARENCE SMITH
Secretary.

[SEAL]

Appendix 10

STATE OF KANSAS
DEPARTMENT OF REVENUE
OFFICE OF THE DIRECTOR OF REVENUE
TOPEKA

Inheritance Tax Division
Phone CE-50011 Ext. 649

September 30, 1960
Estate of P. A. Knoll, Dec'd, 86903

Miss Anna Knoll
1500 Massachusetts Ave. N. W.
Apt. 603
Washington 5, D. C.

Dear Miss Knoll:

The file in the above captioned estate is on microfilm and upon consulting it, it is found that your father's estate was probated in Graham County, Kansas, and a report was made under th signature and seal of E. L. McClure, Probate Judge of Graham County, showing he died owning livestock and farm implements valued at $890.00 and all of Section 10, Township 10, Range 25, Graham County, valued at $5,755.00.

The report on Form 22 showed that your father died testate leaving the entire estate to Rosa Knoll, age sixty, widow. A finding to that effect was issued on July 8, 1938.

The information was all contained on one form and the fee for a certified copy of the form is $1 per copy, payable in advance. Since this report was made by the Probate Judge of Graham County, it must be considered authentic and the Division can give you no assistance other than to forward a certified copy of the report if you wish to forward

a check drawn to the order of the Director of Revenue, covering the $1 fee for each copy.

Very truly yours,

DEPARTMENT OF REVENUE

By:

M. C. Lempenau, Chief
Inheritance Tax Division

FOR DIRECTOR OF REVENUE

MCL:llr

Appendix 11

AFFIDAVIT

State of Kansas
County of Trego } ss

Alex Knoll, of lawful age, being first duly sworn on his oath, deposes and says:

That he is the son (Relationship) of P. A. Knoll, deceased. That the said P. A. Knoll was a citizen and resident of Graham County, Kansas, and departed this life, intestate, on the 14 day of Jan., 1938;

That no probate proceedings were had on the estate of the decedent for the reason that none were necessary. That all bills, accounts and charges of the decedent, including the expenses of his last illness and funeral have been paid in full;

That at the time of his death, the said P. A. Knoll was the lawful owner of the following described vehicle:
Make Dodge Sedan Year 1936 Model .....
Engine Number J61 117 Serial Number .....
for which Kansas Certificate of Title No. none was issued had been duly issued to the decedent. The last license tag number on said vehicle was 76-725;

That the said P. A. Knoll left surviving him as his sole and only heirs at law the following:

Rosa Knoll—Age 36, Daughter; Mary, 34, daughter; Anna Knoll, 32, daughter; Adolph Knoll, 26, Son; Margaret Knoll, 21, Daughter.

Name	Age	Relationship
Mrs. Rosa Knoll, Deceased-12/13/41	64	Widow
Joe Knoll	41	son
Alex Knoll	40	son
Adam Knoll	38	son
Wendell Knoll	37	son

* That the above named heirs at law have executed a bill of sale to said vehicle to Alex Knoll.

* xxxxxxxxxxxxx of the decedent and claims the whole and complete title to the said vehicle under the provisions of Section 22-511, General Statutes of Kansas, 1935, as exempt personal property of the decedent.

* Affiant further states that Mrs. Rosa Knoll passed away Dec. 13, 1941, and wishes to have Fee Receipt No. B459913 transferred to him.

ALEX KNOLL
Affiant

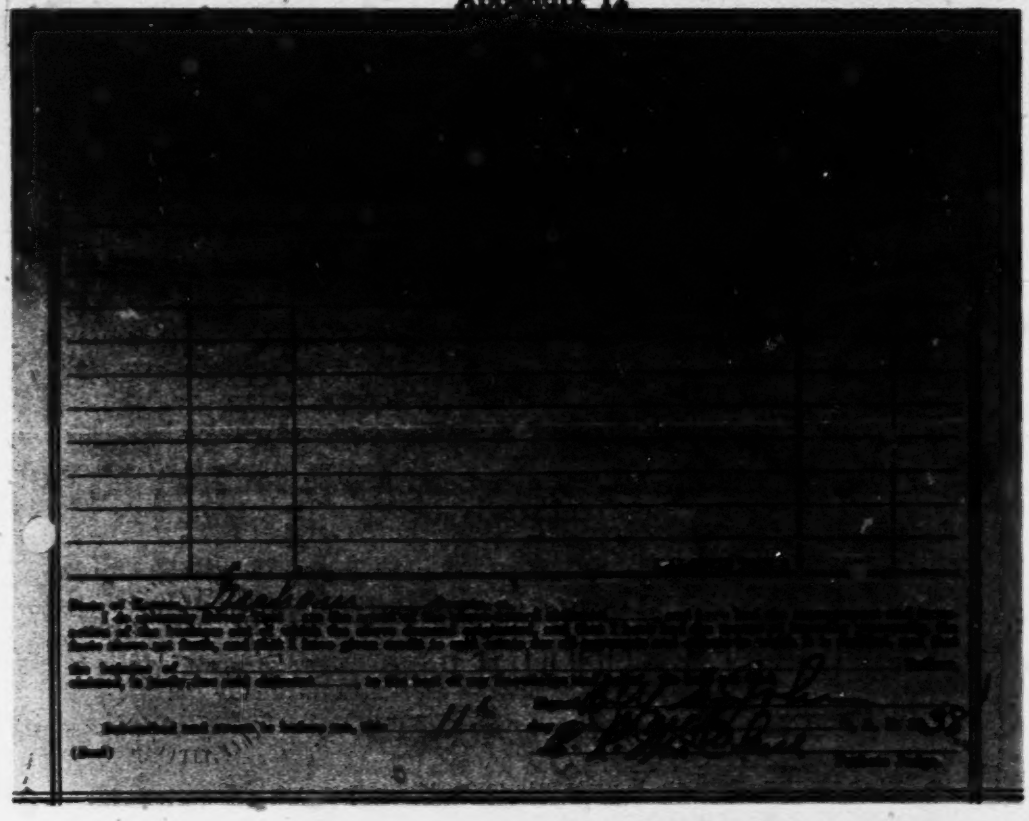
Subscribed in my presence and sworn to before me this 19 day of December, 1941.

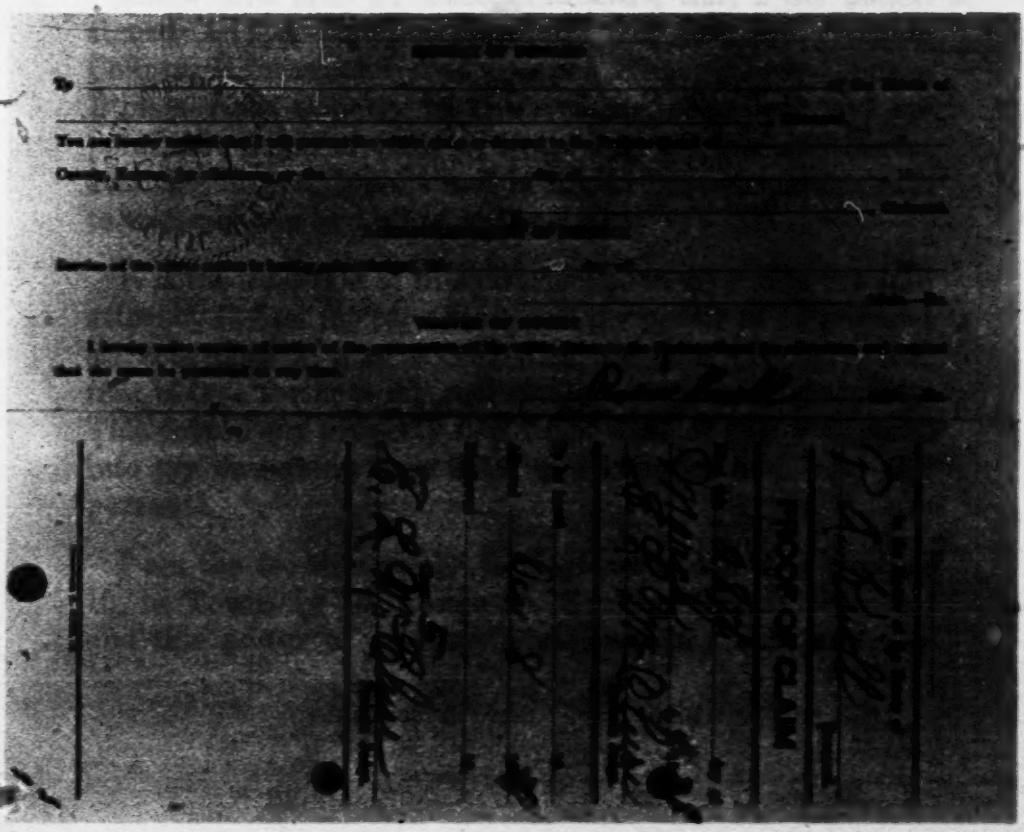
GRACE KYSAR
Notary Public

(SEAL)

My Commission Expires June 22, 1942.

* Cross out if not applicable.





Appendix 13

#1907

POWER OF ATTORNEY

ADOLPH KNOLL
To
JOE KNOLL.

Filed for record on the 5 day of June, A.D. 1944 at 4:00 P.M.

Helen Herren,
Register of Deeds,

SEAL

POWER OF ATTORNEY

STATE OF KANSAS, GRAHAM COUNTY, ss:

KNOW ALL MEN BY THESE PRESENTS, that I the undersigned Adolph Knoll a single man of Morland Graham County, Kansas, and 1546 Jackson Street North Chicago Illinois, Lake County, do hereby make, constitute and appoint, Joe Knoll of Collyer, Kansas as my true and lawful attorney in fact, for me and in my name, place and stead, to transact any and all of my business.

It is the intention of this instrument to give unto my said attorney in-fact the said Joe Knoll the power to do any and all acts that he may see fit with my said property, and that is true for both my real estate and personal property. This covers any property that I now have or that may come into my ownership here after and includes both real and personal.

I am the fee-title owner to the East one-half of Section 10, in Township 10, Range 25, Graham County, Kansas, and this power of attorney gives unto my said attorney

in fact the full power to sell and dispose of said land; to lease and collect rents both for crops and rentals due or that may come due on oil and gas leases and any and all other leases, said power of disposal; the leasing of said land; the collection of rents and the managing of said real estate to be as fully and completely as I could or might do if I was personally present to sell, lease or manage said land.

It is the intention of this instrument to give Joe Knoll full power to accept any money or property coming to me and to receipt for the same which is to be as binding on me as though I had received the money and receipted for the same myself.

It is the further intention of this power of attorney to give to Joe Knoll full power to lease any part or all my said real estate for oil and gas purposes and other minerals and said leasing is left wholly and entirely up to the said Joe Knoll.

It is the purpose of this Power of Attorney to give to the said Joe Knoll any and all power that I the owner have with reference to the use, management, leasing, selling and handling of the real estate mentioned herein and any and all I may acquire; that is he now has the full power to do any and all acts that I myself could do.

I do hereby confirm and ratify any and all acts done by said attorney in fact or either or any of said acts in connection with the above described real estate, and any and all personal property that I now own or may own and all real estate I now own or may own.

This power of attorney includes the right to pay taxes from any revenue that may come from the land and to mortgage the same and to do any and all other acts that the said Joe Knoll believes or might believe should be

done and all things are left entirely up to him and his judgment.

Dated at Hill City, Kansas, this 24th day of September 1942.

ADOLPH KNOLL

STATE OF KANSAS, GRAHAM COUNTY.

BE IT REMEMBERED, that on this 23rd day of September 1942, before me the undersigned County Clerk in and for the County and State aforesaid came Adolph Knoll, a single man, who is personally known to me to be the same person who executed the above and foregoing power of attorney and who duly acknowledged the execution of the same, and stated to me that he was of lawful age and knew the contents of the instrument that he had just signed and that it gave Joe Knoll full power of attorney to handle and manage his land and property as fully and completely as he could do himself.

In Witness Whereof, I have hereunto set my hand and official seal the day and year last above written.

(OFFICIAL SEAL)

R. A. COLLINS,
County Clerk of Graham County, Ks.

Appendix 14

(First Published in The Hill City Times June 14, 1945.)

Notice of Appointment. Administrator C. T. A.

STATE OF KANSAS, GRAHAM COUNTY, ss.

In the Probate Court of Said County

IN THE MATTER OF THE ESTATE OF P. A. KNOLL, DECEASED

Late of Graham County, Kansas

NOTICE IS HEREBY GIVEN TO THE creditors, heirs, devisees, legatees and all others concerned, that on November 11, 1944, the undersigned was, by the Probate Court of Graham County, Kansas, duly appointed and qualified as Administrator C. T. A. of the estate of P. A. Knoll, deceased, late of Graham County, Kansas, and that on June 12, 1945, said Court ordered this notice to be published.

All parties interested in said estate will take notice, and govern themselves accordingly. All demands not exhibited within nine months from the date of the first publication of the above notice shall be forever barred.

JOE KNOLL,
Administrator C. T. A.

ATTEST:

E. L. MCCLURE, Probate Judge.
W. L. SAYERS, Attorney. 50-3

Filed June 28, 1945,
E. L. MCCLURE,
Probate Judge.

Appendix 15

(First Published in The Hill City Times May 15, 1947.)

STATE OF KANSAS, GRAHAM COUNTY, ss.

In the Probate Court of said County and State

IN THE MATTER OF THE ESTATE OF P. A. KNOLL, DECEASED

Notice of Final Settlement

THE STATE OF KANSAS TO ALL PERSONS CONCERNED:

You are hereby notified that a petition has been filed in said Court by Joe Knoll, Administrator praying for approval of final accounting, now on file in said Court, for allowance of claims for cost and expenses of administration of said estate, for an order finding and adjudging who are the heirs, devisees and legatees of said deceased, for judgment determing the descent of all the property of said estate in the State of Kansas, including the Real Estate, and assigning it to the parties entitled thereto, and for an order discharging the undersigned as administrator of said estate.

You are hereby required to file your written defenses thereto, on or before June 6, 1947, at 2 o'clock P. M., of said day, in said Court in the city of Hill City, Kansas, at which time and place said cause will be heard. Should you fail therein, judgment and decree will be entered in due course upon said petition.

WITNESS by hand this 10 day of May, 1947.

JOE KNOLL, Administrator. 46-3

Filed May 31st.
E. L. MCCLURE,
Probate Judge.

Appendix 16

DEED—GENERAL WARRANTY

THIS INDENTURE, Made this 25th day of February A. D. 1949, between Adolph Knoll and his wife Stephanie Knoll, of 808 Cummings Avenue, Waukengan, Illinois, of..... County, in the State of.....of the first part, and Alex Knoll of Graham County, in the State of Kansas of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of

Nine Thousand Six Hundred and no/100 .....and..... 100
DOLLARS,

the receipt of which is hereby acknowledged, do by these presents GRANT, BARGAIN, SELL AND CONVEY unto said party of the second part his heirs and assigns all the following-described REAL ESTATE situated in the County of Graham and State of Kansas to-wit:

Southeast Quarter of Section 10, Township 10, Range 25, ($11.00 Revenue stamps cancelled 5-11-50 Reg of Deeds)

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

And said Grantors for themselves, their heirs, executors, or administrators, do hereby covenant, promise and agree to and with said party of the second part, that at the delivery of these presents, they lawfully seized in their own right, of an absolute and indefeasible estate of inheritance, in fee simple, of and in all singular the above-granted and described premises, with the appurtenances; that the same are free, clear, discharged, and unincumbered of and from all former and other grants, titles, charges, estates,

judgments, taxes, assessments and incumbrances of what nature or kind soever

Except outstanding minerals of record.

and that they will WARRANT AND FOREVER DEFEND the same unto said party of the second part his heirs and assigns, against said parties of the first part their heirs, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

ADOLPH KNOLL
STEPHANIE KNOLL

STATE OF ILLINOIS } ss.
COUNTY OF LAKE }

BE IT REMEMBERED, That on this 21st day of March A. D. 1949, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Adolph Knoll and Stephanie Knoll, husband and wife who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

A. O. CAPP,
Notary Public

Term Expires March 4, 1950 (SEAL)

Entered in Transfer Record in my office this 11 day of May A. D. 1950.

A. H. RUTHERFORD
County Clerk

Appendix 17

GENERAL WARRANTY DEED

THIS INDENTURE, Made this 21st day of February, A.D. 1951, between Adolph C. Knoll and Stephanie D. Knoll, his wife of 2300 Ridgeland Avenue, Waukegan, Illinois, of the first part and Alex Knoll of Graham County in the State of Kansas of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of

Exchange of Property .....DOLLARS,

the receipt whereof is hereby acknowledged, do by these presents, GRANT, BARGAIN, SELL AND CONVEY unto the said party of the second part his heirs and assigns, all the following-described REAL ESTATE situated in the County of Graham and State of Kansas, to-wit:

The Northeast Quarter of Section 10
Township 10, Range 25 Graham County, Kansas.

It is understood and agreed that the grantors herein retain the landlords share of growing crop and the landlords share of the crop planted and harvested in the year of 1951.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances, hereunto belonging or in anywise appertaining, forever.

And said grantors for themselves and for their heirs, executors, or administrators, do hereby covenant, promise and agree to and with said party of the second part, that at the delivery of these presents, they are lawfully seized in their own right of an obsolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above-granted and described premises, with the appurtenances; that the same are free, clear, discharged, and

unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances of what nature and kind soever.

and that they will WARRANT AND FOREVER DEFEND the same unto said party of the second part his heirs and assigns, against said parties of the first part their heirs, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

ADOLPH C. KNOLL
STEPHANIE D. KNOLL

STATE OF ILLINOIS } ss.
COUNTY OF LAKE }

BE IT REMEMBERED, That on this 21st day of March, A.D. 1951, before me the undersigned, a Notary Public in and for the County and State, aforesaid, came Adolph C. Knoll and Stephanie D. Knoll, his wife who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year above written.

DAVID H. EDWARDS
Notary Public.

My term expires
June 10, 1952 (SEAL)

ENTERED in Transfer Record in my office this 2 day of Aug. A.D. 1951.

ALBERT MITCHEM
County Clerk.

Appendix 18

CASEY JONES
HILL CITY, KANSAS

DECEMBER 13, 1957

Adolph Knoll
2300 Richland
Waukegan, Illinois

Friend Adolph:

We have had photostated the original quit claim deed dated August 1942 from the Knoll heirs to Adolph Knoll. This reflects the signatures of all of the Knoll children excepting yourself who was the grantee in the deed. I am sending this to you at the request of Alex so that your sisters and brothers may see it so that they will know positively that their names appeared on the deed. If you note the recording date is on the deed and the acknowledgements.

This will certainly satisfy all that they signed the deed.

Thanking you for this and past favors and wishing you a Merry Christmas and a Happy New Year, I am

Yours truly,

/s/ CASEY JONES

of the first part,

of the second part,

for Dollars,

and Quit-Claim

of the second part, the ... and assigns, all the following described Real

in the County of ... and State of Kansas, to-wit:

... Township ... South, Range ... West.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever.

IN WITNESS WHEREOF, The said part ies of the first part ha ve hereunto set their hand the day and year first above written.

EXECUTED AND DELIVERED IN THE PRESENCE OF

Jos Knoll
Anna Knoll
Wenzeslaus Knoll
Emma Knoll
Alois Knoll
Rose Knoll
Mrs. Mary Littel
Jos Littel
Agnes Knoll
Margaret Knoll

...personally known to me to be the same person...executed the within instrument of writing, and such person...duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my ...Seal, the day and year last above written.

Term Expires ...10-7-44... 19...

...
NOTARY PUBLIC

STATE OF KANSAS,

County of ..Graham.....) ss. BE IT REMEMBERED, That on this ..12.....day

of ...August..... A. D. 1942 before me, the undersigned, a ..Notary Public.....

.....in and for the County and State aforesaid, came.....

.....Wendelin Knoll & Caroline Knoll...who...are...personally known to me to be the same person who executed the within instrument of writing, and each person...duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, the day and year last above written.

Term Expires: My Commission Expires June 28, 1944

...
Notary Public

STATE OF KANSAS,

County of ..Graham.....) ss. BE IT REMEMBERED, That on this ..12.....day

of ..August..... A.D. 1942 before me, the undersigned, a .....Notary Public.....

.....in and for the County and State aforesaid, came.....

..Wendelin Knoll & Caroline Knoll.....who..... personally known to me to be the same person who executed the within instrument of writing, and such person...duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, the day and year last above written.

Term Expires: My Commission Expires June 28, 1944

...
Notary Public

STATE OF KANSAS

County of ..Graham.....) ss.

Before me, the undersigned, A Notary Public in and for said County and State, on this ..12.... day of ..August.....1942, personally appeared...Wendelin Knoll & Caroline Knoll.....

.....to me personally known and known to me to be the identical person...who executed the within and foregoing instrument and acknowledged to me that ..they.....executed the same as ..their....free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the date and year last above written.

Term Expires: My Commission Expires June 28, 1944

...
Notary Public.

STATE OF KANSAS

County of [redacted] ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this [redacted] day of [redacted] 1942, personally appeared [redacted] to me personally known and known to me to be the identical person who executed the within and foregoing instrument and acknowledged to me that [redacted] executed the same as [redacted] free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the date and year last above written.

Term Expires [redacted]

Notary Public.

STATE OF [redacted]

County of [redacted] ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this [redacted] day of [redacted] 1942, personally appeared [redacted] to me personally known and known to me to be the identical person who executed the within and foregoing instrument and acknowledged to me that [redacted] executed the same as [redacted] free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the date and year last above written.

[redacted]

Notary Public.

STATE OF KANSAS

County of [redacted]

Before me, the undersigned, a Notary Public in and for said County and State, on this [redacted] day of [redacted] 1942, personally appeared [redacted] to me personally known and known to me to be the identical person who executed the within and foregoing instrument and acknowledged to me that [redacted] executed the same as [redacted] free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the date and year last above written.

Term Expires June 3-1945

Notary Public

DEED

Appendix 19

QUIT CLAIM DEED

THIS INDENTURE, Made this 23rd day of July, 1959, between Anna Knoll a single person, of Washington, D. C., Joe Knoll, a single person, of Saline County, Kansas; Adam Knoll and Barbara Knoll, his wife, of Ellis County, Kansas, in the State of Kansas, of the first part, and Alex Knoll and Josephine Knoll, his wife, of Graham County, in the State of Kansas, of the second part.

WITNESSETH, That said parties of the first part, in consideration of the sum of

One ($1.00) . . . . . DOLLARS,

the receipt of which is hereby acknowledged, do by these presents, REMISE, RELEASE AND QUIT-CLAIM, unto said parties of the second part, their heirs and assigns, all the following-described REAL ESTATE, situated in the County of Graham and State of Kansas, towit:

East Half (E/2) of Section 10, Township 10 South, Range 25 West.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands, the day and year first above written.

Executed and delivered
in presence of WITNESSES

ANNA KNOLL
JOE KNOLL
ADAM KNOLL
BARBARA KNOLL

STATE OF KANSAS ss ACKNOWLEDGEMENT FOR INDIVIDUAL
COUNTY OF SEDGWICK (Kans. Okla and Colo)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 23rd day of July, 1959, personally appeared Anna Knoll, a single person and Joe Knoll, a single person; and Adam Knoll and Barbara Knoll, his wife, to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

PAULINE ARNETT
Notary Public

My commission expires February 23, 1963

(SEAL)

Entered in Transfer Record in my office this 28 day of July A.D. 1959

C. E. CAFFERTY By
MABEL CAFFERTY, Deputy
County Clerk.

Appendix 20

QUIT CLAIM DEED

THIS INDENTURE, Made this 23rd day of July, A. 1959, between Wendeline Knoll and Caroline Knoll, his wife, of Russell County, State of Kansas; and Mary Bittel and Joseph Bittel, her husband, Barton County, in the State of Kansas, of the first part, and Alex Knoll and Josephine Knoll, his wife of Graham County, in the State of Kansas, of the second part,

WITNESSETH, That said parties of the first part, in consideration of the sum of

One — — — — — — — — — — — — — DOLLARS,

the receipt of which is hereby acknowledged, do by these presents, REMISE, RELEASE, AND QUIT-CLAIM, unto said parties of the second part, their heirs and assigns, all the following-described REAL ESTATE, situated in the County of Graham and State of Kansas, towit:

East Half (E/2) of Section 10, Township 10 South, Range 25 West.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands, the day and year first above written.

Executed and delivered in presence of WITNESSES.

WENDELIN KNOLL
CAROLINE KNOLL
MARY BITTEL
JOSEPH BITTEL

STATE OF KANSAS, COUNTY OF BARTON SS.

ACKNOWLEDGEMENT FOR INDIVIDUAL
(Kans., Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 24th day of July, 1959, personally appeared Mary Bittel and Joseph Bittel, her husband to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

BETTY J. SLOAN
Notary Public

My commission expires
April 24, 1961 (SEAL)

STATE OF KANSAS, COUNTY OF RUSSELL, SS,
ACKNOWLEDGEMENT FOR INDIVIDUAL
(Kans., Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 27th day of July, 1959, personally appeared Wendelin Knoll and Caroline Knoll, his wife to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

RALPH PECK
Notary Public

My commission expires September 9, 1961 (SEAL)

Entered in Transfer Record in my office this 28th day of July A.D. 1959

C. E. CAFFERTY,
By MABEL CAFFERTY,
Deputy County Clerk

Appendix 21

QUIT CLAIM DEED

THIS INDENTURE, Made this 23rd day of July, 1959, between Adolph Knoll and Stephanie Knoll, his wife; Margaret Sluga and Michael Sluga, her husband; and Rose Keller and Edward Keller, her husband, of Lake County, in the State of Illinois, of the first part, and Alex Knoll and Josephine Knoll, his wife of Graham County, in the State of Kansas, of the second part,

WITNESSETH, That said parties of the first part, in consideration of the sum of One DOLLAR, the receipt of which is hereby acknowledged, do by these presents, REMISE, RELEASE AND QUIT-CLAIM, unto said parties of the second part, their heirs and assigns, all the following-described REAL ESTATE, situated in the County of Graham and State of Kansas, to wit:

East Half (E/2) of Section 10, Township 10 South, Range 25 West

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands, the day and year first above written.

Executed and delivered in
presence of WITNESSESS.

ADOLPH KNOLL
STEPHANIE KNOLL
MARGARET SLUGA
MICHAEL SLUGA
ROSE KELLER
EDWARD KELLER

STATE OF ILLINOIS, COUNTY OF LAKE, ss.

ACKNOWLEDGEMENT FOR INDIVIDUAL
(Kans., Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 24th day of July, 1959, personally appeared and Adolph Knoll, Stephanie Knoll, Margaret Sluga, Michael Sluga, Rose Keller, Edward Keller—to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

DAVID H. EDWARDS,
Notary Public

My Commission Expires
June 9, 1960 (SEAL)

Entered in Transfer Record in my office this 28 day of July, A.D. 1959

C. E. CAFFERTY,
By MABEL CAFFERTY,
Deputy County Clerk

Appendix 22

AGREEMENT

THIS AGREEMENT made and entered into this 23rd day of July, 1959, by and between JOE KNOLL, WENDELINE KNOLL, ADAM KNOLL, ADOLPH KNOLL, ANNA KNOLL, ROSE KELLER, MARGARET SLUGA and MARY BITTEL, as First Parties, and ALEX KNOLL and JOSEPHINE KNOLL, as Second Parties.

WITNESSETH:

WHEREAS, on March 20, 1959, Rose Keller, Anna Knoll and Margaret Sluga, filed an action in the United States District Court for the District of Kansas, numbered W-1811, against Alex Knoll, seeking a determination that the following described property, to-wit:

> The East One-Half (E/2) of Section 10, Township 10 South, Range 25 West, Graham County, Kansas,

be declared the trust property for the benefit of the First Parties; and

WHEREAS, the Southeast Quarter (SE/4) of the above described property is subject to an oil and gas lease from Second Parties to Casey Jones, dated July 16, 1954, and filed November 19, 1954, in Book 56 of O&G, at page 21, in the office of the Register of Deeds in and for Graham County, Kansas, and an oil and gas lease covering the Northeast Quarter (NE/4) of Section 10, Township 10 South, Range 25 West, Graham County, Kansas, from Second Parties to Casey Jones, dated June 29, 1951 and filed July 10, 1951 in Book 44 of O&G, at Page 142, in the office of the Register of Deeds in and for Graham County, Kansas; and

WHEREAS, production of oil and gas has been obtained by assignees and sub-assignees of the lessee, which production is in commercial quantities at this date; and

WHEREAS, the Parties of the First and Second Part desire to amicably settle their differences in said matter.

NOW, THEREFORE, in consideration of the premises and of the mutual and reciprocal convenants, promises, agreements and consideration herein set out, it is hereby agreed between the parties as follows:

FIRST: The First Parties agree to execute a Quit Claim Deed signed by themselves and their respective spouses in

favor of the Second Parties, extinguishing all of their right, title and interest, if any, in said property.

SECOND: The First Parties agree to dismiss their action heretofore filed, with prejudice, and each bear the expenses incurred by them to date, and Joe Knoll, Wendeline Knoll, Adolph Knoll and Adam Knoll agree to pay the cost of said action, together with the attorney fees incurred by the plaintiffs in this action.

THIRD: The Second Parties agree to execute an assignment of ¼th of ⅛th royalty interest in the lands above described, constituting a 1/256th interest in 8/8ths of the production, for each of the First Parties to this agreement, effective at 7:00 a.m., August 1, 1959.

FOURTH: The terms, provisions and conditions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto and their representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

.....	.....
Joe Knoll	Wendeline Knoll
.....	.....
Adam Knoll	Adolph Knoll
.....	.....
Anna Knoll	Rose Keller
.....	.....
Margaret Sluga	Mary Bittel

FIRST PARTIES

.....	.....
Alex Knoll	Josephine Knoll

SECOND PARTIES

Appendix 23

Hill City, Kansas.
August 1, 1959.

Dear Knolls:—

I have delayed somewhat in writing you—I have a feeling I should. When I got the call from Bob Martin last week to go to Wichita I never hesitated—in less than 30 minutes I was on the way. I went without any visions of oil or money—someway I thought possibly I could be of help and I wanted to be. My mind went back to the first time I met your father—some time in the teens—almost 50 years ago. I had a lot of clients them days that were hard up—most everybody was. Most of them never had any money to pay a fee and I never charged them but I never felt that I got cheated. Pete was one of my clients and he always had something to give in exchange. Those early days remind me of the time my father rode a pony out to Western Kansas to look for a homestead. Settlers were a long ways apart—there were no roads. One day when the sun was low he followed a trail—it led to a little dug-out in a bank. The young married couple invited him in. They had scant accommodations—a makeshift bed for themselves—for him they laid out a buffalo robe. In the early days that I knew Pete he had a grateful heart and the buffalo robe was always out. He knew how to take the trials and tribulations of pioneer life—I didn't. I was young and ambitious. His calmness and certitude always amazed me. I never forgot it. At the time it seemed to be a kind of built-in character of his—but as I come to know him better I learned it wasn't so much that as it was a quality he had acquired thru the years of overcoming obstacles and difficulties. This realization came to me at a time when I was attending your church and listened to him sing. He always sang in the choir—he had a sweet tenor voice of the finest quality. I could easily distinguish it. It was thru his voice I realized that the tone of tender-

ness and quality had been acquired thru an abiding faith and a life of gratitude—the very things that he stood for. He had a quality of patience that I did not possess—he was slow to anger and charitable to the faults of others—and to a remarkable degree he possessed a sense of reverence. I was in need of all of these. At a time when I needed help—he helped.

In assisting you folks, if I was of help, I had a feeling that I was only making repayment of the debt of gratitude I owed to him. During these early days I never knew your mother.

I want to add in closing that it was a pleasure to meet you all and I want to extend to you, each of you, my kindest regards and best wishes.

Yours very sincerely,

Copies to all.

J. O. McVey

Appendix 24

NON-PARTICIPATING ROYALTY CONVEYANCE

KNOW ALL MEN BY THESE PRESENTS:

That Alex Knoll and Josephine Knoll, his wife of Graham County, Kansas, hereinafter called Grantors for and in consideration of the sum of One Dollar ($1.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey, transfer, assign and deliver unto Joe Knoll, Wendeline Knoll, Adam Knoll, Adolph Knoll, Rose Keller, Anna Knoll, Mary Bittel and Margaret Sluga, in equal shares, hereinafter called Grantees, an undivided ¼ interest in and to all the oil, gas and other

minerals, in and under and that may be produced from the following described lands situated in Graham County, State of Kansas, to-wit:

> Northeast Quarter (NE/4) of Section 10, Township 10 South, Range 25 West, containing 160 acres more or less,

together with the right of ingress and egress for the purpose of obtaining the herein granted undivided interest in the royalty of oil, gas and other minerals.

It is the intention of this non-participating royalty conveyance to convey unto grantees, their heirs, successors and assigns the herein granted undivided interest in and to the royalty, of oil, gas and other minerals with royalty meaning an undivided one-eighth (⅛) share of the oil, gas and other minerals produced, saved and sold from said land, and grantees, their heirs, successors and assigns shall not be entitled nor required to sign any oil, gas or other mineral mining lease placed upon the above described land, provided that no such lease shall be executed which reserves as royalty less than one-eighth of all the oil, gas and other minerals produced from said land. A right of ingress and egress and the exclusive right of leasing said land for oil, gas and other mineral mining purposes is expressly excepted from this conveyance and reserved unto Grantors, their heirs, successors and assigns, who shall execute all oil, gas and other mineral mining leases and receive and retain all cash and other bonuses and delay rentals and overriding royalty interests, oil payments, and all royalties in excess of the said one-eighth royalty, accruing under any present or future oil, gas or other mineral mining lease placed upon said land, or the Grantors, their heirs, successors and assigns, may develop said land for oil, gas or other minerals; in which event, the interest herein granted shall be ¼ of one-eighth of all the oil, gas and other minerals produced and saved from said land.

Grantors agree to execute such further assurance as may be requisite for the full and complete enjoyment of the undivided royalty interest herein granted, and likewise agrees that the grantees herein shall have the right at any time to redeem for said grantors by payment, any mortgage, taxes or other liens on the above-described land upon default in payment thereof, and be subrogated to the rights of the holder thereof.

To Have and To Hold, The above-described property and easement with all and singular, the rights, privileges and appurtenances thereunto, in any wise belonging to the said grantees herein their heirs, successors, personal representatives and assigns for a period of the next one year from July 23, 1959, and as long thereafter as oil and/or gas is produced from these premises or the property is being developed or operated, and Grantors do hereby warrant said title to grantees, their heirs, successors, personal representatives, administrators and assigns against every person whomsoever claiming or to claim the same, or any part thereof.

Witness our hand this 23rd day of July, 1959.

Alex Knoll
Josephine Knoll

State of Kansas, County of Sedgwick, ss.

Acknowledgment for Individual
(Kans., Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 23rd day of July, 1959, personally appeared Alex Knoll and Josephine Knoll, his wife, to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

PAULINE ARNETT,
Notary Public

My commission expires February 26, 1963.

(SEAL)

I hereby certify that the within Deed was entered for transfer on my Transfer Record this 30th day of July, 1959.

C. E. CAFFERTY,
County Clerk

By MABEL CAFFERTY,
Deputy

Appendix 25

NON-PARTICIPATING ROYALTY CONVEYANCE

KNOW ALL MEN BY THESE PRESENTS:

That Alex Knoll and Josephine Knoll, his wife of Graham County, Kansas, hereinafter called Grantors for and in consideration of the sum of one Dollar ($1.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey, transfer, assign and deliver unto Joe Knoll, Wendeline Knoll, Adam Knoll, Adolph Knoll, Rose Keller, Anna Knoll, Mary Bittel and Margaret Sluga, in equal shares, hereinafter called Grantees an undivided ¼ interest in and to all the oil, gas and other minerals in and under and that may be produced from the following described lands situated in Graham County, State of Kansas, to-wit:

Southeast Quarter (SE/4) of Section 10, Township 10 South, Range 25 West, containing 160 acres more or less,

together with the right of ingress and egress for the purpose of obtaining the herein granted undivided interest in the royalty of oil, gas and other minerals.

It is the intention of this non-partcipating royalty conveyance to convey unto grantees, their heirs, successors and assigns the herein granted undivided interest in and to the royalty of oil, gas and other minerals with royalty meaning an undivided one-eighth (⅛) share of the oil, gas, or other minerals produced, saved and sold from said land, and grantees, their heirs, successors and assigns shall not be entitled nor required to sign any oil, gas or other mineral mining lease placed upon the above-described land, provided that no such lease shall be executed which reserves as royalty less than one-eighth of all the oil, gas and other minerals produced from said land. A right in ingress and egress and the exclusive right of leasing said land for oil, gas and other mineral mining purposes is expressly accepted from this conveyance and reserved unto Grantors, their heirs, successors, and assigns, who shall execute all oil, gas and other mineral mining leases and receive and retain all cash and other bonuses and delay rentals and overriding royalty interests, oil payments, and all royalties in excess of the said one-eighth royalty, accruing under any present or future oil, gas or other mineral mining lease placed upon said land, or the Grantors, their heirs, successors and assigns, may develop said land for oil, gas or other minerals; in which event the interest herein granted shall be ¼ of one-eighth of all the oil, gas and other minerals produced and saved from said land.

Grantors agree to execute such further assurance as may be requisite for the full and complete enjoyment of the undivided royalty interest herein granted, and likewise

agrees that the grantees herein shall have the right at any time to redeem for said grantors by payment, any mortgage, taxes or other liens on the above-described land upon default in payment thereof, and be subrogated to the rights of the holder thereof.

To Have and To Hold, The above-described property and easement with all and singular, the right, privileges and appurtenances thereunto, in any wise belonging to the said grantees herein their heirs, successors, personal representatives and assigns for a period of the next one year from July 23, 1959, and as long thereafter as oil and/or gas is produced from these premises or the property is being developed or operated, and Grantors do hereby warrant said title to grantees, their heirs, successors, personal representatives, administrators and assigns against every person whomsoever claiming or to claim the same, or any part thereof.

Witness our hand this 23rd day of July, 1959.

Alex Knoll
Josephine Knoll

State of Kansas, County of Sedgwick, ss.

Acknowledgment for Individual
(Kans., Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 23rd day of July, 1959, personally appeared Alex Knoll and Josephine Knoll, his wife, to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

PAULINE ARNETT,
Notary Public

My commission expires February 26, 1963.

(SEAL)

I hereby certify that the within Deed was entered for transfer on my Transfer Record this 30th day of July, 1959.

C. E. CAFFERTY,

By MABEL CAFFERTY,
Deputy County Clerk

Appendix 26

RATNER, MATTOX & RATNER
ATTORNEYS AT LAW
444 NORTH MARKET POST OFFICE BOX 306
WICHITA, KANSAS
AMHERST 2-6423

September 28, 1959

Miss Anna Knoll
1500 Massachusetts Avenue, N.W.
Apartment 603
Washington 5, D. C.

Re: Keller v. Knoll

Dear Miss Knoll:

We have been provided with the original and copy of two transfer orders covering 34991—Knoll "B" and 34990—Knoll "A" leases. These transfer orders and the

copies have all been executed by the brothers prior to being submitted to me. Therefore, I am forwarding transfer orders to you for execution before a witness and also to fill in the post office address to which subsequent royalty payments are to be mailed.

After you have executed these transfer orders, it would speed matters up for you to circulate them on to your sisters so that they could also execute the orders and fill in their present post office address. After the transfer orders have been fully executed, it might speed matters up if you would return them to me and I will see that they are promptly filed with the Mobil Crude Purchasing Company, Inc.

I trust this finds you and your sisters in good health and wish to extend our very best wishes to you.

Very truly yours,

RATNER, MATTOX AND RATNER

By JAMES R. BARR

JRB:mh

Encl.

NOTICE

(Transfer Order)

If the transferor or transferee is an individual, signature must appear exactly as the name is below the line indicated for the *signature and must be witnessed by a disinterested party.* If a corporation, the order should be executed on its behalf by the President or a Vice-President, the official position of person signing shown, signature attested by Secretary or Assistant Secretary with official position shown, and corporate seal attached.

For transfer covering royalty interest, if transferor is a married person the signature of the spouse is required—if not married it is required that the words, "A Single Person" be inserted beneath the signature.

Please make a record of the lease code number appearing just before the lease name on the order. This is the only means by which you can identify this lease on the remittance sent you covering the proceeds accruing to your interest in the property.

If mailing address of transferee is not shown, we request that it be inserted by transferee, including complete address with box, street or R. F. D. number, and zone if the city has been zoned by Postal Authorities. If it is shown and is not correct, we request that transferee make the necessary corrections.

If there are any errors or discrepancies in the names, interests, or effective date shown in the order, we request that we be fully advised, returning the order to us for correction. No erasures or changes are to appear on the order as executed, except as provided in the preceding paragraph.

The original of the executed order is to be returned to this office. At that time the original recorded confirming conveyance should be sent to us for inspection, after which it will be returned to you. If you prefer, a photostatic copy, showing recording data, or a copy certified by the Register of Deeds may be furnished, in which event we would retain the copy in our file.

MOBIL CRUDE PURCHASING COMPANY, INC.
300 North Broadway
Wichita 2, Kansas

Form W-117

(1-57)

FORM 770 – 6-5-57

TRANSFER ORDER

To: MOBIL CRUDE PURCHASING COMPANY, INC.
350 NORTH BROADWAY
WICHITA 2, KANSAS

August 20, 19 59

The undersigned, having transferred the interest in the properties shown below in the crude oil produced from the Salem - Small Pool lease, described as

The Southeast Quarter (SE/4) of Section Ten (10), Township Ten (10) South, Range Twenty-five (25) West,

in Graham County, State of Kansas, you are hereby authorized, beginning at 7 o'clock A.M. on the FIRST day of August, 19 59, and until further notice by the undersigned, their executors, administrators, successors and/or assigns to give credit for all received on account of said interest as transferred as follows:

CREDIT TO	TRANSFERRED INTEREST	POST OFFICE ADDRESS (GIVE BOX NUMBER OR STREET ADDRESS AND ZONE NUMBER)
Joe Knoll	1/32 of 1/8 R. I.	5th S. 9th St., Salina, Kansas
Wendeline Knoll	1/32 of 1/8 R. I.	Bunker Hill, Kansas
Adam Knoll	1/32 of 1/8 R. I.	Victoria, Kansas
Adolph Knoll	1/32 of 1/8 R. I.	2300 Richland, Washington, Illinois
Rose Keller	1/32 of 1/8 R. I.	x
Anna Knoll	1/32 of 1/8 R. I.	x
Mary Hittel	1/32 of 1/8 R. I.	x
Margaret Kings	1/32 of 1/8 R. I.	x

WITNESS:

x [signature]

x [signature]

SIGNATURE OF TRANSFEROR:

x Alex Knoll
Alex Knoll

x [signature illegible]

The undersigned guarantees that they are the legal owners of the interest above transferred and warrant the title thereto, and hold Crude Purchasing Company, Inc., its hereby authorized, until further notice, to receive and purchase all oil from said portion, subject to the following conditions:

1. Quantities are to be computed using regularly completed tank tables, any oil owner to have an opposite the privilege of witnessing gauge thereto. Quantity shall be adjusted for temperature and impurities determined according to your local field rules in force at the time, and oil may be obtained when necessary to render it merchantable.

2. Satisfactory statements and other evidences of title will be furnished you on request at any future time. In the event of failure to so furnish such evidence of title, or in the event of a dispute of any kind concerning ownership, the proceeds of any oil run hereunder may be held without interest, until such dispute, either by agreement of title to the satisfaction of the undersigned, or until a court of competent jurisdiction has been furnished you. Each of the undersigned further agrees to notify you of any sale or action filed in any court affecting title to his interest.

3. Unless stipulated to the contrary otherwise, all received under this Transfer Order shall become your property when delivered to the pipe line or other facilities designated by you and shall be paid for by the interest owners as shown above at the price posted by Mobil Crude Purchasing Company, Inc. for oil of like grade and kind in the purchasing field upon the day in which it is received into your custody. Settlement shall be made monthly by crediting or checking to each owner hereto specified, their heirs, executors, or legal representatives on or before the 10th of each month a check or draft for the amount due on account of oil so purchased during the preceding month.

4. You are not expected to receive all in definite quantities nor for fixed periods nor to provide storage on the credit balance plan or otherwise except as and when circumstances agreed to in writing.

5. Unless promptly notified to notify you of any change of their ownership it being understood that any assignee or vendee of the production from the property shall take same subject to terms hereof. You are hereby relieved of any responsibility for determining when any of the above interests shall be assigned, or shall terminate, absolute, by contingential or recast by other parties as a result of the completion or discharge of county or other payments from said leases, or as a result of the terms or conditions in providing, and you are hereby authorized to continue to credit, pursuant to the above division of interest, until you receive notice in writing to the contrary by each. You shall be held harmless for the amount paid unless notice in writing is received and are hereby relieved of any responsibility for loss arising out of any overpayment as a result of the failure to receive said written notice.

6. Where a pipe line is not directly available to the property and hauling by truck is necessary, trucking costs involved may be deducted from the proceeds accruing from the oil owned and sold by each interest owner.

7. The undersigned guarantees and/or owners warrant that all oil delivered hereunder will be produced in accordance with all applicable laws and/or official rules and regulations.

8. Each of the undersigned hereby authorizes you to deduct and make payment of any and all production and other taxes imposed by any governmental agency upon the respective interests of the undersigned in the crude oil purchased and purchased from the above described land.

9. This Transfer Order, which may be executed in counterparts, shall be binding upon each of the undersigned as soon as signed by him or her, regardless of whether or not same is signed by any of the other above named persons, and shall inure to the benefit of and be binding upon the heirs, successors and assigns of the undersigned.

WITNESS:

x Vivian A. Gilbert

x Ruth A. Sink

x Bruce L. Brungardt

x Joseph Svaboda

x

x

x

x

SIGNATURE OF TRANSFEREE:

x Joe Knoll
Joe Knoll

x Wendeline Knoll
Wendeline Knoll

x Adam Knoll
Adam Knoll

x Adolph Knoll
Adolph Knoll

x
Rose Keller

x
Anna Knoll

x
Mary Hittel

x
Margaret Kings

Form TO - 0447

TRANSFER ORDER

To: MOBIL CRUDE PURCHASING COMPANY, INC.
200 NORTH BROADWAY
WICHITA 2, KANSAS

August 30, 19 59

The undersigned, having transferred the interest in the properties shown below in the crude oil produced from the Viola & Knox Sand lease, described as

The East Half (E/2) of the Northeast Quarter (NE/4) of Section Ten (10), Township Ten (10) South, Range Twenty-five (25) West,

in Graham County, State of Kansas, you are hereby authorized, beginning at 7 o'clock A.M. on the FIRST day of August, 19 59, and until further notice by the undersigned, their successors, administrators, successors and/or assigns to give credit for all received on account of said interest as transferred as follows:

CREDIT TO	TRANSFERRED INTEREST	POST OFFICE ADDRESS (GIVE RFD NUMBER OR STREET ADDRESS AND ZONE NUMBER)
Joe Knoll	1/32 of 1/8 R. I.	516 S. 9th St., Salina, Kansas
Wendeline Knoll	1/32 of 1/8 R. I.	Bunker Hill, Kansas
Adam Knoll	1/32 of 1/8 R. I.	Victoria, Kansas
Adolph Knoll	1/32 of 1/8 R. I.	2300 Richland, Waukegan, Illinois
Rose Keller	1/32 of 1/8 R. I.	x
Anna Knoll	1/32 of 1/8 R. I.	x
Mary Bittel	1/32 of 1/8 R. I.	x
Margaret Kluge	1/32 of 1/8 R. I.	x

WITNESS

x [illegible]

x [illegible]

SIGNATURE OF TRANSFEROR:

x Alex Knoll
Alex Knoll

x [illegible]

The undersigned guarantees that they are the legal owners of the interest above transferred and warrant the title thereto, and Mobil Crude Purchasing Company, Inc., is hereby authorized, until further notice, to receive and purchase all runs said premises, subject to the following conditions:

1. Quantities are to be computed using regularly accepted tank tables, any oil owner to have on request the privilege of witnessing gauge thereof. Quantity shall be adjusted for temperature and impurities deducted according to joint local field rules in force at the time, and oil may be measured when necessary to render it merchantable.

2. Satisfactory abstracts and other evidence of title will be furnished you on request of any future time. In the event of failure to so furnish such evidence of title, or in the event of a dispute or any title concerning ownership, the proceeds of any oil run hereunder may be held without interest, until such dispute, defect or question of title is removed or corrected to your satisfaction, or until satisfactory indemnity has been furnished you. Each of the undersigned further agrees to notify you of any such suit, defect or title dispute of which he has knowledge.

3. Unless otherwise in writing otherwise, all received under this Transfer Order shall become your property when delivered to the pipe line or other facilities designated by you and shall be paid for by the intended owners as shown above at the point purchased by Mobil Crude Purchasing Company, Inc. You are not required to receive oil in delivery quantities not the result of ordinary operations of the lease, but you shall be under no obligation to purchase or accept delivery for running or distributing to such owner herein specified, their heirs, successors, assigns, or legal representatives as or before the 10th of each month a check draft or draft for the net amount of all oil purchased during the preceding month.

4. You are not required to receive oil in delivery quantities nor to provide storage on the credit balance plan or otherwise except as and when circumstances agreed in writing.

5. Each undersigned agrees to notify you of any change of title conveyed or being conveyed and any assignment or transfer of the production from the property. Until then same subject to terms hereof. You are hereby indemnified against any responsibility for incorrect payments when any of the above interests shall be assigned, or shall terminate, changed, be extinguished or revert to other parties as a result of the expiration or discharge of leases or other agreements from said interest, or as a result of the decision of decree of any court in jurisdiction, and you are hereby authorized to continue to remit, as stated in the above division of interest, until you receive notice in writing to the contrary by each. You shall be held harmless in the event said notices are not received and are hereby relieved of any responsibility for have obtained and of any correspondence as a result of the failure to receive said written notice.

6. When a pipe line is not directly available to the property and handling by truck is necessary, trucking costs incurred may be deducted from the proceeds accruing from the oil owned and sold by each interest owner.

7. The undersigned agreements and/or leases warrant that all oil delivered hereunder will be produced in accordance with all applicable laws and/or official rules and regulations.

8. Each of the undersigned hereby authorizes you to deduct and make payment of any and all purchase and other taxes imposed by any governmental agency upon the respective interests of the undersigned in the crude oil purchased and produced from the above described lands.

9. This Transfer Order, which may be executed in counterparts, shall be binding upon each of the undersigned as soon as signed by him or her, regardless of whether or not same is signed by any of the other above named persons, and shall inure to the benefit of and be binding upon the heirs, successors and assigns of the undersigned.

WITNESS

SIGNATURE OF TRANSFEREE:

SPECIAL PROVISION: The undersigned hereby specifically covenants and agrees to notify Mobil Crude Purchasing Company, Inc. in writing in the event of sale of all or any part of the Northeast Quarter (NE/4) of Section Ten (10), Township Ten (10) South, Range Twenty-five (25) West, Graham County, Kansas, or all or any fractional part of the mineral interest therein. You shall be held harmless for any loss or expense to you resulting from your failure to receive said notice and you are hereby relieved of any responsibility for loss arising out of incorrect payments as a result of the failure to receive said written notice.

x [illegible]

x [illegible]

x [illegible]

x [illegible]

x Joe Knoll
Joe Knoll

x Wendeline Knoll
Wendeline Knoll

x Adam Knoll
Adam Knoll

x Adolph Knoll
Adolph Knoll

x

x Rose Keller

x

x Anna Knoll

x

x Mary Bittel

x

x Margaret Kluge

Appendix 27

RATNER, MATTOX & RATNER
ATTORNEYS AT LAW
444 NORTH MARKET POST OFFICE BOX 306
WICHITA, KANSAS
AMHERST 2-6423

December 15, 1959

Miss Anna Knoll
1500 Massachusetts Ave., N.W.
Apt. 603
Washington 5, D. C.

Re: Keller et al v. Knoll

Dear Miss Knoll:

Pursuant to recent telephone conversation with you, I am writing to advise that I believe further delay in signing the division orders will not serve any sound purpose. I would suspect that the point which you intended to make by delay of securing the division orders has been well understood by all concerned. As I had also advised by telephone, I had a recent conversation with Mr. Laverne Morin of the local firm of attorneys representing Alex, and discussed with him the feelings of yourself and your sisters, regarding the attitude of the brothers in this matter. I suggested to him that he would be well advised to pass the suggestion on to your brothers that one of the prime purposes of the settlement was to bring the family closer together, and to that end it would behoove the brothers to strike their conciliatory attitude. I might also advise that all concerned must approach this situation with an open mind in order to bring about the desired results. It was not expected that this settlement in its fullest extent could be accomplished in any short time or without considerable effort being expended on the part of both sides of the former lawsuit.

I do not feel, however, that I am in a position nor that any of the attorneys in this matter are in a position to force the issues in this matter, and that I believe that only the parties concerned directly in a wholehearted effort can accomplish the purposes.

I am also attaching another division order recently received by me in a letter from Mr. Morin which will need to be signed by yourself, by Mrs. Keller, Mrs. Sluga and Mrs. Bittel. You will note that attached to the division order is a notice which pretty well explains the purposes of the division order and the obligations. You will also note that the last person signing should return the copies to the designated address in Denver, Colorado.

We trust this will find you all well and we send best wishes for the Christmas season.

Very truly yours,

RATNER, MATTOX AND RATNER

By JAMES R. BARR

JRB:mh

Encl.

cc: Mrs. Sluga
Mrs. Keller
Mrs. Bittel

NOTICE

(Division Order)

Mobil Crude Purchasing Company, Inc., 300 North Broadway, Wichita 2, Kansas is purchasing the allowable crude oil production from the lease described on the attached division order; the first run for its account having been made *September 13, 1959*. This division order covers interests held in this property, but before the proceeds

can be paid the order must be signed by the interest holders; therefore, please handle the order promptly. Please make a record of the lease code number appearing just before the lease name on the order. This is the only means by which you can identify this lease on the remittance sent you covering the proceeds accruing to your interest in the property.

If there are any errors or discrepancies in names or interest, please return the order at once to the name and address below, advising fully; otherwise, each signature should appear exactly as the name is in the body of the order and appears below the line indicated for the signature. There are to be no erasures of names or interests on the order as executed. *The signature of each individual is to be witnessed by a disinterested person.*

The official positions of persons signing for a corporation are to be shown under signatures and corporate seal attached. The order should be executed for a corporation by its President or a Vice-President and the signature attested by the Secretary or Assistant Secretary.

It is important that complete mailing address be shown for each interest in the space provided. Please be sure that your address as shown is correct and complete. This includes box, street, or route number and zone, if the city has been zoned by Postal Authorities.

If the oil is handled by truck from the lease, clause in the order calls for trucking costs to be deducted from the proceeds accruing from the oil owned and sold by each property interest. If the oil is handled by pipe line, this clause does not apply.

Please do not delay completion of the order but check your interest and if it is correct, sign all copies of the order and forward them immediately to the next party

indicated on the order. The last person to sign the order should return all copies to:

Name: J. A. Tebteling & Sons, Inc.
Address: 320 Petroleum Club Building
Denver 2, Colorado

Form W-116
(1-57)

FORM 712 – 6-5-57

DIVISION ORDER

To: MOBIL CRUDE PURCHASING COMPANY, INC.
200 NORTH BROADWAY
WICHITA 2, KANSAS

Effective 7:00 A.M. September 13 1958

The undersigned guarantee and warrant that they are the legal owners of the hereinafter described interests in the crude oil produced from the 34000 - Knoll "A" lease, described as:

The East Half (E/2) of the Northeast Quarter (NE/4) of Section Ten (10), Township Ten (10) South, Range Twenty-five (25) West,

in Graham County, State of Kansas, and until further notice by the undersigned, their executors, administrators, successors and/or assigns you are authorized to receive oil therefrom and purchase same under the following terms and conditions:

OWNERSHIP

CREDIT TO	DIVISION OF INTEREST	POST OFFICE ADDRESS (GIVE BOX NUMBER OR STREET ADDRESS AND ZONE NUMBER)
Alex Knoll	24/32 of 1/8 R. I.	R. F. D. Morland, Kansas
Joe Knoll	1/32 of 1/8 R. I.	310 South Ninth Street Salina, Kansas
Wendeline Knoll	1/32 of 1/8 R. I.	Bunker Hill, Kansas
Adam Knoll	1/32 of 1/8 R. I.	Victoria, Kansas
Adolph Knoll	1/32 of 1/8 R. I.	2300 Highland Waukegan, Illinois
Rose Keller	1/32 of 1/8 R. I.	"
Anna Knoll	1/32 of 1/8 R. I.	"
Mary Bittel	1/32 of 1/8 R. I.	"
Margaret Slaga	1/32 of 1/8 R. I.	"

TERMS AND CONDITIONS

1. Quantities are to be computed using regularly compiled tank tables, any oil owner to have on request the privilege of witnessing gauge tickets. Quantity shall be adjusted for temperature and impurities deducted according to your local field rules in force at the time, and oil may be strapped when necessary to render it merchantable.

2. Satisfactory abstracts and other evidence of title will be furnished you on request at any future time. In the event of failure to so furnish such evidence of title, or in the event of a dispute at any time concerning ownership, the proceeds of any oil run hereunder may be held without interest, until such dispute, defect or question of title is corrected or removed to your satisfaction, or until satisfactory indemnity has been furnished you. Each of the undersigned further agrees to notify you of any suit or action filed in any court affecting title to his interest.

3. Unless stipulated in writing otherwise, all received under this Division Order shall become your property when delivered to the pipe line or other facilities designated by you and shall be paid for to the interest owners as shown above at the price posted by Mobil Crude Purchasing Company, Inc. for oil of like grade and kind in the particular field and on the day in which it is received into your custody. Settlement shall be made monthly by mailing or delivering to each owner hereto specified, their heirs, successors, assigns, or legal representatives on or before the 10th of each month a bank check or draft for the amount due on account of oil so purchased during the preceding month.

4. You are not requested to receive oil in definite quantities nor for fixed periods nor to provide storage on the credit balance plan or otherwise except as and when elsewhere agreed in writing.

5. Unless severally agree to notify you of any change of their ownership, it being understood that any assignee or vendee of the production from the property shall take same subject to terms hereof. You are hereby relieved of any responsibility for determining when any of the above interests shall be assigned, or shall increase, diminish, be extinguished or revert to other parties as a result of the completion or discharge of money or other payments from said interest, or as a result of the increase or decrease in production, and you are hereby authorized to continue to remit, pursuant to the above division of interest, until you receive notice in writing to the contrary by mail. You shall be held harmless in the event said written notice is not received and are hereby relieved of any responsibility for loss arising out of any overpayment as a result of the failure to receive said written notice.

6. When a pipe line is not directly available to the property and handling by truck is necessary, trucking costs involved may be deducted from the proceeds accruing from the oil owned and sold by each interest owner.

7. The undersigned operators and/or owners warrant that all oil delivered hereunder will be produced in accordance with all applicable laws and/or official rules and regulations.

8. Each of the undersigned hereby authorizes you to deduct and make payment of any and all production and other taxes imposed by any governmental agency upon the respective interests of the undersigned in the crude oil produced and purchased from the above described land.

9. This Division Order, which may be executed in counterparts, shall be binding upon each of the undersigned as soon as signed by him or her, regardless of whether or not same is signed by any of the other above named persons, and shall inure to the benefit of and be binding upon the heirs, successors and assigns of the undersigned.

WITNESS:

OWNERS' SIGNATURES:

SPECIAL PROVISION: The undersigned hereby specifically covenant and agree to notify Mobil Crude Purchasing Company, Inc., in writing in the event of sale of all or any part of the interest herein described, and to advise the purchaser of the terms of this division order. Should any of the undersigned fail to notify Mobil Crude Purchasing Company, Inc., in writing of the sale of all or any part of the interest herein described, Mobil Crude Purchasing Company, Inc., shall be held harmless for any loss or damage to you resulting from your failure to receive said notice and you are hereby relieved of any responsibility for loss arising out of incorrect payments as a result of the failure to receive said written notice.

X Casey Jones — A.K. Alex Knoll
X Richard Gilbert — J.K. Joe Knoll
X — J.K.
X Ralph Seck — W.K. Wendeline Knoll
X Elmer Kreale — A.K. Adam Knoll
X Joseph Ambrosier — A.K. Adolph Knoll
X — R.K.
X — A.K.
X — M.S.
X — M.S.

Appendix 28

MOBIL CRUDE PURCHASING COMPANY, INC.
300 NORTH BROADWAY, WICHITA 2, KANSAS

January 20, 1960

Re: Code No. 34989
Terteling—Knoll "A" Lease
E/2 NE/4 Section 10-10-25 West

Code No. 34990
Empire—Knoll "A" Lease
SE/4 Section 10-10-25 West

Code No. 34991
Empire—Knoll "B" Lease
W/2 NE/4 Section 10-10-25 West

All in Graham County, Kansas

Mrs. Rose Keller
641 Franklin St., Apt. #2
Waukegan, Illinois

Dear Madam:

Your letter of January 18 pertains further to the matter in your letter of January 9 and our reply of January 12. You speak of your undivided 1/9 interest in the land covered by the leases described in caption and lawsuit involving title to same. According to Mr. Laverne Morin, attorney in the office of Mr. Robert Martin, of whom you speak in your letters, a compromise was entered into between you, your brothers and sisters, by which Alex Knoll assigned a ¼ interest in the royalty to you and your 7 brothers and sisters, and the suit has been dismissed. On the basis of this settlement, Alex Knoll retained ¾ of ⅛ R. I., and 1/32 of ⅛ R. I. went to you and a similar interest to each of the following:

Joe Knoll, Wendelin Knoll, Adam Knoll, Adolph Knoll, Anna Knoll, Mary Bittel, Margaret Sluga

We have had outstanding transfer orders on the Empire—Knoll "A" & "B" leases since August 10, 1959, effective August 1, 1959, whereby you and your 7 brothers and sisters each acquire 1/32 of ⅛ R. I. from Alex Knoll. Division order, effective September 13, 1959, date of our first run from the Terteling—Knoll "A" lease, showing these interests has been outstanding since November 13, 1959. We cannot release the proceeds accruing to the interests covered by the orders until we receive back the properly executed orders. There is no due date for the orders to be received back by us. They should, however, be completed and returned to us as soon as possible. We are paying Alex Knoll his ¾ of ⅛ R. I. on the 2 Empire leases; however, he signed our division orders on these leases, whereas he is a party to the outstanding division order on the Terteling—Knoll "A" Lease.

We are giving a copy of this letter to Miss Anna Knoll, since Mr. Martin's office advises it understands she has the orders.

Yours very truly,

/s/ HALSEY H. HULBURT

cc: Miss Anna Knoll
Apt. #603, 1500 Massachusetts Ave., N.W.
Washington 5, D. C.

Appendix 29

MOBIL OIL COMPANY
A DIVISION OF SOCONY MOBIL OIL COMPANY, INC.
P. O. BOX 900, DALLAS, TEXAS 75221

February 17, 1964

Miss Anna Knoll
1500 Massachusetts Ave., N. W.
Apartment 603
Washington 5, D. C.

6.20—MJK—KNOLL LEASES
676223—E/2 NE/4
676224—SE/4
676225—W/2 NE/4
ALL IN SECTION 10, T10S-R25W
GRAHAM COUNTY, KANSAS

Dear Miss Knoll:

In response to your long distance telephone request of this date, we advise that our records indicate first oil was run for our account from the subject leases as follows:

E/2 NE/4—September 13, 1959
SE/4—January 30, 1958
W/2 NE/4—November 14, 1957

The files reflect you are entitled to proceeds for 1/32 of ⅛ royalty interest under the entire E/2 of Section 10, which amount to $509.79, $3,457.47 and $1,767.53 respectively, covering purchases through January 31, 1964.

Dates division orders were approved for payments are:

Alex Knoll	)	May 11, 1960
Joe Knoll Wendelin Knoll Adam Knoll Adolph Knoll	}	June 8, 1960
Mary Bittel	)	October 21, 1963
Margaret Sluga	)	December 3, 1963

Very truly yours,

R. B. Lloyd, *Supervisor*
Crude Oil Purchases and
Sales Accounting Section

By: M. J. Krug
M. J. Krug

MJK:mw

Appendix 30

1965 Oil & Gas TAX Receipt

Office of
GRAHAM COUNTY TREASURER
Hill City, Kansas

1st Half or Full Coll. No. 01403 Date 11-9 1965
2nd Half Coll. No. ____ Date ____ 196

Twp. or City	Sec. Lot	Twp. Block	Rng.	School	H. School	Com.
Bryant SE	10	10	25	71	1	

Under Company	Form	Type	Valuation	Total Tax	First Half	Second Half
Empire Drilling Company	Knoll A	71	530	26.10	13.05	13.05
			INTEREST			
			PAID	26.10		

Listed above is the amount of your Oil, or Gas Taxes for the year 1965.
Tax due November 1. Delinquent December 21.
County Treasurer not responsible for descriptions omitted.
See that all your Property is Listed.

Anna Knell
1500 Massachusetts Avenue
Apt. 603
Washington, D. C.

Check 49206
Cash ____
Tax ____
Chg. ____

From Graham County Oil Assessor

UNPAID TAX
1964 ____

Mabel Cafferty County Clerk Lois Bass County Treasurer, By Dorr

---

1965 Oil & Gas Tax Receipt

Office of
GRAHAM COUNTY TREASURER
Hill City, Kansas

1st Half or Full Coll. No. 01401 Date 11-9 1965
2nd Half Coll. No. ____ Date ____ 196

Twp. or City	Sec. Lot	Twp. Block	Rng.	School	H. School	Com.
Bryant W½ NE	10	10	25	71	1	

Under Company	Form	Type	Valuation	Total Tax	First Half	Second Half
Empire Drilling Company	Knoll B	71	465	20.93	10.47	10.46
			INTEREST			
			PAID	20.93		

Listed above is the amount of your Oil, or Gas Taxes for the year 1965.
Tax due November 1. Delinquent December 21.
County Treasurer not responsible for descriptions omitted.
See that all your Property is Listed.

Anna Knell
Massachusetts Avenue
Apt. 603
Washington, D. C.

Check 49206
Cash ____
Tax ____
Chg. ____

From Graham County Oil Assessor

UNPAID TAX
1964 ____

Mabel Cafferty County Clerk Lois Bass County Treasurer, By Dorr

---

1965 Oil & Gas Tax Receipt

Office of
GRAHAM COUNTY TREASURER
Hill City, Kansas

1st Half or Full Coll. No. 01402 Date 11-9 1965
2nd Half Coll. No. ____ Date ____ 196

Twp. or City	Sec. Lot	Twp. Block	Rng.	School	H. School	Com.
Bryant NE	10	10	25	71	1	

Under Company	Form	Type	Valuation	Total Tax	First Half	Second Half
J. A. Tertaling & Sons, Inc.	Alex Knell	71	45	2.03	1.02	1.01
			INTEREST			
			PAID	2.03		

Listed above is the amount of your Oil, or Gas Taxes for the year 1965.
Tax due November 1. Delinquent December 21.
County Treasurer not responsible for descriptions omitted.
See that all your Property is Listed.

Anna Knell
1500 Massachusetts Avenue
Apt. 603
Washington, D. C.

Check 49206
Cash ____
Tax ____
Chg. ____

From Graham County Oil Assessor

UNPAID TAX
1964 ____

Mabel Cafferty County Clerk Lois Bass County Treasurer, By Dorr

Appendix 31

1965 Oil & Gas Tax Receipt

Office of
GRAHAM COUNTY TREASURER
Hill City, Kansas

KELLERSTRASS
KELLER, ROSE

1st Half or Full Coll. No. 00919 Date 11-5 1965
2nd Half Coll. No. ____ Date ____ 19__

Twp. or City	Sec. Lot	Twn. Block	Rng.	School	H. School	Com.
Bryant NE NE	10	10	25	21	1	

Under Company	Form	Type	Valuation	Total Tax	First Half	Second Half
J. A. Tertaling & Sons, Inc.	Alex Kmall	21	85	2.03	1.02	1.01
			INTEREST			
			PAID	2.03		

Listed above is the amount of your Oil or Gas Taxes for the year 1965.
Tax due November 1. Delinquent December 21.
County Treasurer not responsible for descriptions omitted.
See that all your Property is Listed.

Rose Keller
Route #1, Box 89
West 33rd
Zion, Illinois

3 Check 4926
Cash ____
Tax ____
Chg. ____

From Graham County Oil Assessor

UNPAID TAX
1964 ____

Mabel C. Fritz County Clerk Lois Bond County Treasurer, By ____

1965 Oil & Gas Tax Receipt

Office of
GRAHAM COUNTY TREASURER
Hill City, Kansas

KELLER, ROSE

1st Half or Full Coll. No. 00918 Date 11-5 1965
2nd Half Coll. No. ____ Date ____ 19__

Twp. or City	Sec. Lot	Twn. Block	Rng.	School	H. School	Com.
Bryant SE SE	10	10	25	21	1	

Under Company	Form	Type	Valuation	Total Tax	First Half	Second Half
Empire Drilling Company	Kmall A	21	528	26.30	13.15	13.15
			INTEREST			
			PAID	2.64		

Listed above is the amount of your Oil or Gas Taxes for the year 1965.
Tax due November 1. Delinquent December 21.
County Treasurer not responsible for descriptions omitted.
See that all your Property is Listed.

Rose Keller
Route #1, Box 89
West 33rd. Street
Zion, Illinois

3 Check 4926
Cash ____
Tax ____
Chg. ____

From Graham County Oil Assessor

UNPAID TAX
1964 ____

Mabel C. Fritz County Clerk Lois Bond County Treasurer, By ____

1965 Oil & Gas Tax Receipt

Office of
GRAHAM COUNTY TREASURER
Hill City, Kansas

00917 KELLER, ROSE

1st Half or Full Coll. No. 00917 Date 11-5 1965
2nd Half Coll. No. ____ Date ____ 19__

Twp. or City	Sec. Lot	Twn. Block	Rng.	School	H. School	Com.
Bryant NE NE NE	10	10	25	21	1	

Under Company	Form	Type	Valuation	Total Tax	First Half	Second Half
Empire Drilling Company	Kmall B	21	845	20.93	10.47	10.46
			INTEREST			
			PAID	2.093		

Listed above is the amount of your Oil or Gas Taxes for the year 1965.
Tax due November 1. Delinquent December 21.
County Treasurer not responsible for descriptions omitted.
See that all your Property is Listed.

Rose Keller
Route #1, Box 89
West 33rd. Street
Zion, Illinois

3 Check 4926
Cash ____
Tax ____
Chg. ____

From Graham County Oil Assessor

UNPAID TAX
1964 ____

Mabel C. Fritz County Clerk Lois Bond County Treasurer, By ____

Appendix 32

ALVIN G. BROOKS
ATTORNEY AND COUNSELOR AT LAW
1827 ASHLAND AVENUE
EVANSTON, ILLINOIS

August 31, 1960

Re: Mrs. Rose Keller, et al.

Ratner, Mattox & Ratner
444 North Market
Wichita, Kansas

Dear Mr. Ratner:

Sometime ago your office handled a matter in the Federal District Court of the District of Kansas on behalf of the plaintiffs, who came to our office today and stated that they are desirous of reopening the case in order to obtain a larger settlement.

However, I note in paragraph two of the agreement entered into on July 23, 1959 that the action was dismissed with prejudice and I am fully aware of the difficulties in this connection.

Presently, Miss Anna Knoll is on her vacation and she would like to take a trip to your office but I suggested that we write to you before making any trips.

Kindly let us hear from you at your earliest convenience.

Very truly yours,

ALVIN G. BROOKS

Appendix 33

RATNER, MATTOX & RATNER
ATTORNEYS AT LAW
444 NORTH MARKET POST OFFICE BOX 306
WICHITA, KANSAS
AMHERST 2-6423

September 2, 1960

Alvin G. Brooks
Attorney and Counselor at Law
1827 Ashland Avenue
Evanston, Illinois

Re: Mrs. Rose Keller, et al.

Dear Mr. Brooks:

Your letter to Mr. Ratner of August 31, 1960, has been handed to the undersigned for answer. I might first say that I was taken completely by surprise by your statements that the clients are desirous of re-opening the case in order to obtain a larger settlement. I feel that these parties had every opportunity to consider what they were doing by preparing the agreement that was signed and certainly there was no pressure exerted on them by this office to settle. The action was dismissed with prejudice as you point out as provided for in the agreement entered into on July 23, 1959.

You will also note that the parties executed a Quit Claim Deed to the property in dispute, quit claiming all of their right, title and interest, if any, in said property. I assume also that the parties have enjoyed the benefits of the settlement.

As I have previously stated, I was under the impression that the parties had arrived at their settlement after a thorough consideration of the situation and therefore I do not understand on what basis they expect they might be now entitled to disclaim settlement and go for anything

more. Under the circumstances I am not inclined to feel that it would be worthwhile for Miss Anna Knoll to go to the expense of a trip out here to Kansas since I can see no basis of our being of any assistance in what she apparently proposes. Certainly on the basis of the situation as it existed regarding the lawsuit at the time the settlement was effected further action might very well result in a complete loss of everything.

I am of course sorry to learn that the parties are dissatisfied with the situation as it exists, however, it was my understanding that they agreed to settle on the basis of the evident risk of going forward with the lawsuit.

Your further advice would be greatly appreciated, and we extend our very best wishes.

Very truly yours,

RATNER, MATTOX & RATNER

By JAMES R. BARR

JRB:el

Appendix 34

Return on Service of Writ

I hereby certify and return, that on the 23rd day of July, 1964, I received this summons and served it together with the complaint herein as follows: Served the within named defendant MOBIL OIL COMPANY, by personally delivering to Mr. Jean Jines, Assistant Area Representative for MOBIL CRUDE PURCHASING DIVISION of MOBIL OIL COMPANY, no other or higher Officer being found, a true and certified copy of this Writ with all endorsements thereon, at 300 North Broadway Street, Room 103, Wichita, Kansas the 27th day of July, 1964, At the same time and in like manner I served a copy of the Complaint filed in this case together

with EXHIBITS A thru O inclusive and Designation of Place of Trial.

(There were no instructions upon which branch of MOBIL OIL COMPANY should be SERVED)

MARKETING; EXPLORATION; PRODUCTION ET AL.

MARSHAL'S FEES

Travel: $0.00
Service: 3.00
$3.00

VANCE W. COLLINS
United States Marshal.

By /s/ RONALD MILLS MANGRUM
Ronald Mills Mangrum,
Deputy United States Marshal.

Appendix 35

Return on Service of Writ

I hereby certify and return, that on the 23rd day of July, 1964, I received this summons and served it together with the complaint herein as follows: On the 29th day of July, 1964, at 9:10 o'clock A.M., I served a certified copy of the within Summons and complaint on the within-named CASEY JONES, in person at his law office Hill City Kansas.

/s/ VANCE W. COLLINS
Vance W. Collins
United States Marshal.

By .....
Deputy United States Marshal.

Appendix 36

Return on Service of Writ

I hereby certify and return, that on the 23rd day of July, 1964, I received this summons and served it together with the complaint herein as follows: On the 29th day of 1964 at 4:15 o'clock P.M., I served a certified copy of the within Summons and Complaint on the within-named JOSEPHINE KNOLL, in person at her home in St. Peter, Kansas.

/s/ VANCE W. COLLINS
Vance W. Collins
United States Marshal.

By .....
Deputy United States Marshal.

Appendix 37

Return on Service of Writ

I hereby certify and return, that on the 23rd day of July, 1964, I received this summons and served it together with the complaint herein as follows: On the 29th day of July, 1964 at 4:15 o'clock P.M., I served a certified copy of the within summons and Complaint on the within-named ALEX KNOLL, by leaving the same at his domicile, in the unincorporated town of St. Peter, State of Kansas, in the hands of JOSEPHINE KNOLL a person apparently over the

age of sixteen years, living and residing in said domicile, whose name and other facts connected with this service, I learned by interrogating the said Josephine Knoll, the said ALEX KNOLL being absent from his domicile at the time of Service.

/s/ VANCE W. COLLINS
Vance W. Collins
United States Marshal.

By .....
Deputy United States Marshal.

Appendix 38

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

No. W-3239

ANNA KNOLL and ROSE KELLER, *Plaintiffs*,

v.

ALEX KNOLL, JOSEPHINE KNOLL, JOE KNOLL, ADAM KNOLL, WENDELIN KNOLL, MARY BITTEL, ADOLPH KNOLL, STEPHANIE KNOLL, MARGARET SLUGA, CASEY JONES, MOBIL OIL COMPANY, *Defendants*.

Partial Transcript of Proceedings Had August 28, 1964

Appearances:

HON. WESLEY E. BROWN, Judge, presiding.

ANNA KNOLL, Appearing pro se.

COLLINS, HUGHES, MARTIN, PRINGLE & SCHELL, Wichita Plaza Building, Wichita, Kansas, by MR. TOM C. TRIPLETT, Appearing for various defendants.

NED C. KING, C.S.R.
Post Office Box 205
Wichita, Kansas
Official Reporter

BE IT REMEMBERED, that on this 28th day of August, A.D. 1964, the above matter coming on for hearing on Motion to Dismiss before the Honorable Wesley E. Brown, Judge of the United States District Court for the District of Kansas, the parties appearing in person and/or by counsel as hereinbefore set forth, the following proceedings, among others, are had:

(Reporter's Note: A statement is made by Mr. Triplett, which is not transcribed herein.)

The Court: All right. You are Mrs. Knoll?

Miss Knoll: Miss Knoll.

The Court: Miss Knoll, very well. Is there anything in addition to what you alleged in the answer of Rose Keller and the answer of Anna Knoll that you want to tell the Court, in addition to this?

I will read these matters, Miss Knoll.

Miss Knoll: Yes. I have full details about not knowing what happened in this case in my complaint.

The Court: Miss Knoll, the only issue before me now is whether or not really I have jurisdiction. If I don't have jurisdiction, any judgment that I would render would be of no value, anyway. And their motion to dismiss is based on four grounds.

Now, I take it you are not a lawyer.

Miss Knoll: That is right.

The Court: So that the Court will have to look at this. The question I am asking you is: Are there any other facts, other than those contained in a document designated Anna Knoll's Answer to Defendant's Motion to Dismiss and Rose Keller's Answer to Defendant's Motion to Dismiss, with respect to the issue before me on the motion to dismiss?

Miss Knoll: I think not.

The Court: Which you wish to give to the Court?

Miss Knoll: I think, sir, I have given fairly, a fairly complete account of this in my answer.

The Court: Now may I ask you, Miss Knoll, further, so that in reading these I will be sure of my ground: Is it your representation that all the facts contained in the two documents which I have just mentioned, Anna Knoll's Answer to Defendant's Motion to Dismiss and Rose Keller's Answer to the motion to dismiss, are sufficient information for this Court to make its determination as to whether or not it has jurisdiction of this matter?

And you understand what I mean when I say "jurisdiction"?

Miss Knoll: Yes, sir.

Well, not being a lawyer, I would not be able to answer that question. My only reason for representing myself at this point was because I knew that this would be my last opportunity to get the inheritance of which I have been deprived, and Rose Keller has been deprived, since our parents' death. It was not until 1964.

The Court: Are these matters in addition to the matters that you have set forth in your answer that you are telling me now?

Miss Knoll: That may not have been brought out very clearly in my answers.

The Court: Well, do you want to be sworn and testify about this matter?

Miss Knoll: I would just like to say that I just want to take this opportunity to say that I have been deprived of my inheritance since my parents' death. I have not been provided proper service by the defendants, who claim that I am not making proper service on them.

When my father's estate was secretly probated in 1947 I did not even know that they were probating his estate. The first time I ever found out that they were doing anything about the parents' estate was in 1957 when I first got the notice of hearing on my parents' estate. And at that time I immediately went to Hill City to find out what this was all about and we wanted to see a deed that we were told we had signed and had given our rights away, and that deed was not produced.

The Court: Wasn't it of record?

Miss Knoll: There was a deed of record but they didn't produce it for us to see. We wanted to see the signatures on there.

The Court: Well, the signatures would show up in the Register of Deeds office on the deed.

Miss Knoll: But the signatures represented something that we did not know about. We had never heard about

that deed until 1957. And if there had been a deed we should have known about it before then.

The Court: Miss Knoll, you know that you are getting into the merits of the case. If I have jurisdiction I am going to give you ample opportunity, if you feel it is appropriate, to get into what we term the merits of the case. If I do not have jurisdiction I will never reach the merits. And there isn't anything I can do to give myself jurisdiction.

This is purely a legal question of whether or not this Court has jurisdiction to adjudicate the claim which you make in this case. If I do not, then there is nothing I can do about it.

Miss Knoll: Well, Your Honor, would this be material to this: I think perhaps I have given this in the answer, and that is that the contract was breached immediately after an agreement was signed and it has never been fulfilled and ever since then Rose Keller and I have been trying to get our inheritance, trying to find out what happened in 1959 when we were tricked into signing an agreement that deprived us of our interests.

The Court: Again that goes to the merits of the issue which you raise in this case, and the only question that the Court has at this time is whether or not I can dispose of the matter. If I don't have jurisdiction it wouldn't make any difference what I did, it would not be binding on anyone and it would be just like you walking off any place else and bringing an action. I would have nothing that I could do that would help you, even presupposing that I make a finding in the ultimate analysis that what you say here is true, a matter about which I pass no judgment at this time.

That is the only problem that I have about it. And the only thing I want to be sure of, let me ask you this:

Miss Knoll: Yes, sir.

The Court: Are the allegations with respect to where the parties to this action live as stated by counsel true, do they live in Indiana or Illinois, whichever it is.

Miss Knoll: Some of them live in Illinois.

The Court: Do you live in Washington, D. C.?

Miss Knoll: I live in Washington, D. C.

The Court: Where does Rose Keller live?

Miss Knoll: She lives in Illinois.

But in the other case—

The Court: Well, now, have you filed two cases?

Miss Knoll: No, in the case where the contract is still outstanding, where we have never signed the oil company papers.

The Court: Well, is that the case known as—

Miss Knoll: W-1811.

The Court: I see.

Miss Knoll: One defendant, Margaret Sluga, was made an improper party in that case so that she could get our signatures on the agreement through fraud.

The Court: Well, again you are talking about another case and the question that I have to answer is whether or not I have jurisdiction or venue in this case, because the fact that you have all been here in Case W-1811—

Miss Knoll: All I wanted to say was that the indispensable parties in this case are the same as the indispensable parties in the other case.

The Court: But they could have lived at a different place at the time.

Miss Knoll: They have not changed their residence.

And then they brought in all of those parties named, all the defendants or most of the defendants in as second parties and as first parties without a motion and without an order.

The Court: Well, now, at one time the Case 1811 was Rose Keller, Anna Knoll and Margaret Sluga.

Miss Knoll: Margaret Sluga was the improper party. She was not a proper party to that litigation. And we did not know that until 1962. And an agreement was used to bring in the parties that are named in the complaint.

The Court: What you are saying is that the petition which was filed by you as plaintiffs, having Margaret Sluga in the case, was an allegation, improper allegation, giving this Court jurisdiction, that this Court did not have jurisdiction in W-1811?

Miss Knoll: Well, what I am saying: I feel that if the Court had jurisdiction then, it would have jurisdiction in this case because the proper parties at that time were—

The Court: That doesn't follow.

Miss Knoll: —were Alex Knoll, which he still is, he is still an indispensable party, Rose Keller is still an indispensable party, and Anna Knoll is still an indispensable party.

The Court: It doesn't follow that because the Court had jurisdiction in one case that it has jurisdiction in this case.

Miss Knoll: On diversity of citizenship.

The Court: No, it doesn't follow. This is a new action.

Miss Knoll: On what grounds would diversity of citizenship have been based then at that time?

The Court: I don't know. It hasn't anything to do with the case that we have before me now.

Miss Knoll: But what about the outstanding contract?

The Court: I don't know. I don't know anything about the facts, nor have I tried to get into the facts, nor will I try to get into the facts until I determine whether or not I have jurisdiction to dispose of the case.

I will see what I can work out of it, see what the situation is. I will look at the case and see if I have jurisdiction. If I have jurisdiction, why, then you will have plenty of time to get into the facts and your evidence.

Do you have anything else you want to tell me, Miss Knoll?

Miss Knoll: I am just not a lawyer, so everything that I say is probably wrong.

The Court: Well, I am not going to interpret it wrong, Miss Knoll. I am going to try to interpret it on the basis

of what is just and equitable, but I think there is one thing you should know, and this applies to all litigation: That is, that courts only can deal with the subject at hand at the time they are dealing with it. That courts are given, and particularly federal courts, are courts of limited jurisdiction. We only have the jurisdiction which is conferred upon us by Congressional action. And we can only dispose of those matters over which we have jurisdiction.

This challenges jurisdiction. Now, there isn't anything else I can tell you except that I will look at it and you are here—

Miss Knoll: There is only one other point that I wish to make.

The Court: All right.

Miss Knoll: And I feel that I was deprived of my inheritance without due process of law.

The Court: All right.

Miss Knoll: And that was the Fourteenth Amendment.

The Court: Fine, we will take that into consideration. Anything else?

Mr. Triplett: No, Your Honor.

The Court: All right. We will take it under advisement.

Reporter's Certificate

STATE OF KANSAS
COUNTY OF SEDGWICK } ss.

I, NED C. KING, a Certified Shorthand Reporter in and for the State of Kansas, and Official Reporter for the United States District Court for the District of Kansas, hereby certify that I was present and reported in shorthand the proceedings had on August 28th, 1964, before the Honorable Wesley E. Brown, Judge of the United States District Court for the District of Kansas, in the

proceedings in re: Anna Knoll and Rose Keller v. Alex Knoll, et al., Case No. W-3239 in said Court.

I further certify that I have since transcribed or had transcribed under my direction and supervision a portion of my notes so taken as aforesaid in said case on said date, and I further certify to the correctness of the foregoing partial transcript of the record it purports to cover in the proceedings had on said date.

WITNESS my hand on this 2nd day of April 1965.

NED C. KING
Ned C. King, C.S.R.
Post Office Box 205
Wichita, Kansas
Official Court Reporter

(SEAL)

Appendix 39

AFFIDAVIT

STATE OF KANSAS }
COUNTY OF TREGO } ss.

Alex Knoll, of lawful age, being first duly sworn on his oath, deposes and says:

That he is the son (Relationship) of Mrs. Rosa Knoll, deceased. That the said Mrs. Rosa Knoll was a citizen and resident of Graham County, Kansas, and departed this life, intestate, on the 13 day of Dec., 1941;

That no probate proceedings were had on the estate of the decedent for the reason that none were necessary. That all bills, accounts and charges of the decedent, including the expenses of her last illness and funeral have been paid in full;

That at the time of her death, the said Mrs. Rosa Knoll was the lawful owner of the following described vehicle:

Make Dodge Year 1928 Model Sedan
Engine Number J61 117 Serial Number .....

for which Kansas Certificate of Title No. A280,002 had been duly issued to the decedent. The last license tag number on said vehicle was 1936;

That the said Mrs. Rosa Knoll left surviving her as her sole and only heirs at law the following:

Name	Age	Relationship
Joe Knoll	41	son
Alex Knoll	40	son
Adam Knoll	38	son
Wendelin Knoll	37	son
Rosa Knoll	35	daughter
Mary Knoll	32	daughter
Anna Knoll	30	daughter
Adolph Knoll	26	son
Margaret Knoll	21	daughter

*That the above named heirs at law have executed a bill of sale to said vehicle to Alex Knoll and said bill of sale are in your files at Topeka.

~~*That affiant is the widow of the decedent and claims the whole and complete title to the said vehicle under the provisions of Section 22-511, General Statutes of Kansas, 1935, as exempt personal property of the decedent.~~

* * * * * * * * * *

ALEX KNOLL
Affiant

Subscribed in my presence and sworn to before me this 7 day of Jan., 1942.

GRACE KYSAR
(Seal) *Notary Public*

My Commission Expires June 22, 1942.

---

* Cross out if not applicable.

Appendix 40

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Appendix 41

1500 Massachusetts Ave. N.W.
Apt. 603
Washington, D. C. 20005
April 20, 1965

Mr. Robert B. Cartwright, Clerk
United States Court of Appeals
Tenth Circuit
Office of the Clerk
Denver 2, Colorado

Re: Docket No. 8140
Anna Knoll & Rose Keller
v. Alex Knoll, et al.

Dear Mr. Cartwright:

Mrs. Rose Keller, the other appellant in the above-mentioned case, asked me, Anna Knoll, to prepare a reply to your letter of April 13, 1965 wherein you state that the statement of points relied on and designation of the parts of the record to be reproduced must be served and filed within five days.

Since you may again refer to the rules of the Court in future correspondence, we would appreciate receiving a copy of the rules of the Court as we have *not* been able to obtain a copy of these rules.

Mrs. Rose Keller asked me to send you directly a reply to your letter of April 13, 1965 since she and I live so far apart and it would just delay our reply if I sent it to her for signature. The contents of my reply have been discussed with Mrs. Keller by telephone.

Mrs. Rose Keller and I designate the 16 items listed in the attached Enclosure A as part of the record to be reproduced; however we are making a *motion* for a waiver of the printing requirement and to have the case heard

on the *original file* because of the *hardship* that would be involved in having the record printed since this would also involve the revision of our brief that I already forwarded to you and the two law firms representing the appellees. The hardship involved would be in paying for cost of printing the record and the cost of revising the brief. A revision of this brief would probably be necessary in that it is cross-referenced to the index of the record that was attached to the March 25, 1965 letter of the Clerk, United States District Court, District of Kansas, Wichita, Kansas. *We are not lawyers and therefore did not realize that the Clerk's index to which we made this cross-reference would not be a permanent index.*

The costly and time consuming litigation on our parents estate which began in 1957 when we received the *first* notice of a hearing on our parents estate have become a hardship on Rose Keller and me in that *we have not received a cent of benefit from our parents valuable estate. We have had to continue to spend our own savings* to try to get our inheritance *while* our other seven brothers and sisters have been getting benefits from our parents estate amounting to about $250,000.00. This $250,000.00 amount includes a considerable amount of money that belongs to Rose Keller and me.

Our brothers and sisters have been successful in getting legal counsel but Rose Keller's interests and my interests have been prejudiced to such an extent that we have had to represent ourselves. Although we try to represent ourselves to the best of our ability it is and has been a great *hardship* since we are *not* lawyers, since Rose Keller and I live far apart and far from Kansas, and since I am employed on a full time basis. We made a diligent effort to get a Kansas lawyer to handle our case but have *not* been successful in finding one that will help us get our inheritance because of the manner in which our interests in our parents estate have been prejudiced. During the last

month Rose Keller and I have *not* had much time to devote to our appeal since we were faced with the burden of preparing answers to three complaints from appellee Mobil Oil Company on the subject of this appeal.

Enclosure B is a Motion to Waive Printing of the Record and to Have Case Heard on Original File. If this motion is *not* granted it may be necessary to make certain changes in the brief that has already been filed in that this brief has been cross-referenced to the index that was made an enclosure to the March 25, 1965 letter of the Clerk, U. S. District Court, Wichita, Kansas and cross reference to his letter of April 5, 1965. The printed brief that is cross-referenced to this index is attached as *Enclosure C*.

One cross-reference in this printed brief, Enclosure C, to the items listed in Enclosure A, appears on page 3 of the brief. Two cross-references in the printed brief to the items listed in Enclosure A appear on page 5 of the brief. Three cross-references in the printed brief to the items listed in Enclosure A appear on page 8 of the brief.

Mrs. Keller and I rely on *five points* in our appeal and therefore believe that the United States District Court for the District of Kansas, Wichita, Kansas should have overruled defendants Motion to Dismiss in Civil Action No. W-3239 and should have adjudicated our interests in our parents estate. This includes our undivided one-ninth interest (including mineral rights) in the 320-acre farm owned by our parents P. A. Knoll and Rose Knoll which interest we acquired by determination of descent as shown in a Decree of Descent issued by the Probate Court, Graham County, Kansas. We believe the United States District Court for the District of Kansas had jurisdiction to fully adjudicate our interests on the basis of *Diversity of citizenship* and the *due process clause of the fourteenth amendment* of the Constitution. I, Anna Knoll, cited the due process clause of the fourteenth amendment when I

appeared in Court for the hearing on August 28, 1964 on defendants Motion to Dismiss to explain why civil Action No. W-3239 should *not* be dismissed and to ask that a hearing be held as soon as possible to have our interests fully adjudicated. At this hearing the court said it would take under advisement what I said with respect to having been deprived of my inheritance without due process of law in violation of the fourteenth amendment of the Constitution.

Some of the points on which Rose Keller and I rely are as follows:

1. In its answer to our complaint appellee Mobil Oil Company expressed a desire to have the title question raised by us in the complaint fully adjudicated. Appellee Mobil Oil Company did *not* challenge the court's jurisdiction but the other *ten* appellees challenged the court's jurisdiction on the basis of diversity of citizenship cited in our complaint in case No. W-3239.

2. We believe the court had jurisdiction to provide us relief on the basis of diversity of citizenship by setting aside the oil leases of 1951 and 1954 on our parents 320-acre farm that were made between appellees Casey Jones of Kansas and Alex Knoll and his wife Josephine Knoll of Kansas. Rose Keller and I prayed for this relief in item 6 of page 10 of the Complaint. Appellee Casey Jones was *negligent* in leasing our parents 320-acre farm from appellees Alex Knoll and Josephine Knoll before the interests of the *nine* Knoll heirs (Rose Keller and I and appellees Alex Knoll, Joe Knoll, Adam Knoll, Wendelin Knoll, Mary Bittel, Adolph Knoll, and Margaret Sluga) were adjudicated in accordance with due process of law. There are *no valid* leases on the aforementioned 320-acre farm in that appel-

lees Alex Knoll and Josephine Knoll could *not* make valid oil and gas leases with appellee Casey Jones in the early 1950's as they were not the *sole* owners of the parents 320-acre farm. Appellee Casey Jones, an attorney at law, was fully aware of this when he made these oil leases with Alex Knoll and Josephine Knoll based on his title search and his intimate knowledge of the history of the P. A. Knoll and Rose Knoll estate.

3. Rose Keller and I have *not* received *a cent of royalty interest* from our parents 320-acre farm. We believe the court should have provided relief for us rather than dismissed the case in that appellee Mobil Oil Company was *negligent* in paying royalty interest to the other seven Knoll heirs before our interests and the interests of the other seven Knoll heirs were adjudicated in accordance with due process of law. *A considerable amount of the royalty interests paid to the other Knoll heirs before their payments were suspended belongs to us.* Rose Keller and I notified appellee Mobil Oil Company again and again of the discrepancies in our interests which Mobil Oil Company should have discovered from its own title search.

4. We have been deprived of our inheritance since our father's death without due process of law in violation of the fourteenth amendment of the Constitution. I, Anna Knoll, referred to this in my appearance before the Court on August 28, 1964.

Most people get their inheritance in about a year. We still don't have our inheritance even though our father passed away in January 1938 and our mother passed away in December 1941 and even though there have been four court proceedings on their estate before the present litigation.

We were never provided with any copies of the proceedings of father's estate. His estate was probated *secretly two* times. When mother's estate was probated in 1957 we were bombarded with propaganda to the effect that we had signed a deed which we had *not* signed. We were *not* provided with a copy of the proceedings on mother's estate even though we appeared for this hearing and wanted our inheritance. We didn't even know that anything had been recorded until Rose Keller was finally provided with a copy of the proceedings on mother's estate in May 1958 when she consulted another lawyer in Hill City, Kansas about mother's estate and he told the Probate Judge that the Probate Judge should provide Rose Keller with a copy of the proceedings on our mother's estate. The papers Rose Keller was provided in May 1958 on mother's estate included the Decree of Descent which showed Rose Keller and me and the seven other Knoll heirs as each being the owner of an undivided 1/9 interest in the 320-acre farm that is the subject of this litigation. Ever since then Rose Keller has tried to the best of her ability to get the undivided one-ninth interest that she inherited from mother at mother's death in December 1941. Appellee Mobil Oil Company made known for the *first* time in their three recent litigations that the other seven Knoll heirs claim a *joint* 30/32 of 1/8 royalty interest which is about 400% more for each of them than the 1/32 of 1/8 royalty interest payments being held in *suspense* for each of us by appellee Mobil Oil Company.

5. The Order of Dismissal in W-1811, in our opinion, is of no legal effect and should therefore be set aside as a void judgment. This order is to our prejudice and therefore Rose Keller and I asked that this order be set aside.

Rose Keller and I did *not* have the opportunity in case No. W-1811 nor in any other court proceeding on our parents estate to appear before a judge to have our interests in our parents estate adjudicated on the basis of a full and fair hearing even though there have been four court proceedings on our parents estate before the present litigation.

Rose Keller and I were never furnished a copy of the August 31, 1959 Order of Dismissal in Case No. W-1811 when we were tricked into signing the July 23, 1959 agreement that is to our detriment in that it gives us *less* than our rightful share of our royalty interest and *no* interest in our parents 320-acre farm. We *first* found out about this August 31, 1959 Order of Dismissal about September 1960 when we made a special trip to Wichita to see for ourselves what kind of a document had been filed to close out the litigation in case No. W-1811 and to find out how the document was worded. We looked into this ourselves because we could *not* get any help from the lawyer that was supposed to have represented us in case No. W-1811.

Rose Keller and I now know but did not know when case No. W-1811 was filed that it was filed in the wrong court and that the court had no jurisdiction of that particular case in that the five Kansas parties that were added destroyed diversity of citizenship and in that the additional parties were brought in without a motion or order. The lawyer that is purported to have represented us in case No. W-1811 was more of a handicap than a help in that he worked more for the interests of the other Knoll heirs than for Rose Keller and me and thereby prejudiced our interests. Page two of the July 23, 1959 agreement shows that this lawyer was paid by

four Knoll brothers that were brought in as additional parties.

Copies of this letter including copies of enclosures A, B, and C are being mailed to the following:

Collins, Hughes, Martin, Pringle & Schell, 125 North Market, 1400 Wichita Plaza, Wichita, Kansas 67202

Adams, Jones, Robinson & Manka, 503 Colorado-Derby Bldg., 202 West First Street, Wichita, Kansas 67202

Mr. Richard B. Altman, P. O. Box 800, Dallas, Texas 75221

Mr. Charles W. Cahill, Clerk, U. S. District Court, Post Office Box 2201, Wichita, Kansas 67201

Mrs. Rose Keller, Route 1, Box 89, West 33rd Street, Zion, Illinois 60099

Yours truly,

ANNA KNOLL
(Miss) Anna Knoll

Encs. A, B, C

ENCLOSURE A

DOCKET NO. 8140

UNITED STATES COURT OF APPEALS FOR THE TENTH CIRCUIT

ANNA KNOLL AND ROSE KELLER, *Appellants*

v.

ALEX KNOLL, ET AL., *Appellees*

PARTS OF RECORD TO BE PRINTED IF MOTION TO WAIVE PRINTING OF RECORD AND TO HAVE CASE HEARD ON ORIGINAL FILE NOT GRANTED

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supplement

ANNA KNOLL
Anna Knoll
1500 Massachusetts Ave., N.W.
Washington, D. C.
pro se

ENCLOSURE B

DOCKET NO. 8140

UNITED STATES COURT OF APPEALS FOR THE TENTH CIRCUIT

ANNA KNOLL AND ROSE KELLER, *Appellants*

v.

ALEX KNOLL, ET AL., *Appellees*

MOTION TO WAIVE PRINTING OF RECORD AND TO HAVE CASE HEARD ON ORIGINAL FILE

Appellants Anna Knoll and Rose Keller move to have waived the printing of the record and to have the case heard on the original file. The cost of this appeal and other litigations on their parents estate have involved on the part of the appellants spending a considerable amount of their own savings since litigation began. Ap-

pellants have *not* received any relief since they have *not* received a cent of benefit from their parents valuable estate.

ANNA KNOLL
Anna Knoll
1500 Massachusetts Ave., N.W.
Washington, D. C.
pro se

Appendix 42

IN THE UNITED STATES COURT OF APPEALS
TENTH JUDICIAL CIRCUIT

No. 8140 Motion

ANNA KNOLL AND ROSE KELLER, *Appellants*,
v.
ALEX KNOLL, ET AL., *Appellees*.

MOTION FOR ADDITIONAL TIME IN WHICH TO FILE A BRIEF

COME Now Alex Knoll, et al., Appellees herein, and respectfully move the Court to allow fifteen (15) additional days from this date, June 1, 1965, in which to file a brief in the above entitled cause, on the following ground:

1. That because of the rather confusing manner in which this appeal has been prosecuted, Appellees have, through inadvertence and oversight, failed to prepare and file their brief in the above entitled cause.

COLLINS, HUGHES, MARTIN
PRINGLE & SCHELL
Attorneys for Appellees

By: PETER J. WALL
Peter J. Wall

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing Motion was placed in the United States Mails properly addressed and postage prepaid on the 1st day of June, 1965, to Appellants, who are appealing *Pro Se,* as follows:

Miss Anna Knoll
1500 Massachusetts Avenue, N.W.
Washington, D. C. 20005

Mrs. Rose Keller
Route 1, Box 89, West 33rd Street
Zion, Illinois 60099

PETER J. WALL
Peter J. Wall

Appendix 43

UNITED STATES COURT OF APPEALS
TENTH CIRCUIT
OFFICE OF THE CLERK

No. 8140

Denver, Colorado, 80202,
June 3, 1965.

Messrs. Collins, Hughes, Martin,
Pringle & Schell,
Denver Club Building,
Denver, Colorado.

Attention: Mr. Peter J. Wall

Dear Sirs:

An order has been entered today in case No. 8140, Anna Knoll et al. v. Alex Knoll et al., granting appellees to June 15, 1965, to serve and file their brief.

Very Truly yours,

ROBERT B. CARTWRIGHT
Robert B. Cartwright,
Clerk

RBC:nku

CC to:
Miss Anna Knoll
1500 Massachusetts Ave., N.W.
Washington, D. C., 20005

Mrs. Rose Keller
Route 1, Box 89
West 33rd St.
Zion, Illinois, 60099

Appendix 44

ADAMS, JONES, ROBINSON AND MANKA
503 Colorado Derby Building
Wichita, Kansas

UNITED STATES COURT OF APPEALS
TENTH CIRCUIT

No. 8140

ANNA KNOLL AND ROSE KELLER, *Appellants*

v.

ALEX KNOLL, ET AL., *Appellees*

Certificate of Service

The undersigned, one of the attorneys for appellee Socony Mobil Oil Company, Inc. (referred to in pleadings as Mobil Oil Company), and a member of the bar of this Court, hereby certifies that on June 18, 1965 he served two copies each on the following attorneys of record or parties, by depositing the same, postage prepaid, in the United States mails, addressed as follows:

Anna Knoll
1500 Massachusetts Avenue, N.W.
Washington, D. C.

Rose Keller
West Thirty-third Street
Route One, Box 89
Zion, Illinois

Collins, Hughes, Martin, Pringle
& Schell
Attorneys at Law
1400 Wichita Plaza
Wichita, Kansas
Attorneys for Alex Knoll, Josephine Knoll, Joe Knoll, Adam Knoll, Wendeline Knoll, Mary Bittel, Adolph Knoll, Stephanie Knoll, Margaret Sluga, and Casey Jones,

MARK H. ADAMS
Mark H. Adams, one of the attorneys for appellee, Socony Mobil Oil Company, Inc.

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